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7-1-1998

## Tucson Unified School District and Tucson Education Association (1998)

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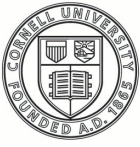
## Tucson Unified School District and Tucson Education Association (1998)

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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# Tucson Unified School District and Tucson Education Association (1998)

**Location**

Tucson, AZ

**Effective Date**

7-1-1998

**Expiration Date**

June 1999

**Number of Workers**

Unknown

**Employer**

Tucson Unified School District

**Union**

Tucson Education Association

**Union Local**

Tucson, AZ

**NAICS**

61

**Sector**

Local government

**Item ID**

6178-008b183f004\_03

**Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States  
Department of Labor, Bureau of Labor Statistics

**Comments**

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# 84 877

**1998 - 1999**

**CONSENSUS AGREEMENT**

*And the*

**WHITE COLLAR/FOOD SRVC  
AGREEMENT**

Between <sup>NEA</sup>TEA and TUSD

Halves  
X-6/31/99

**TEA BARGAINING TEAM  
FOR 1998-1999**

Louis Bernard	Dodge M.S. (Classified)
Marilyn Freed	Secrist M.S. (Certified)
Andrea Harber	Rincon H.S. (Classified)
Brad Harkins	Pueblo Gardens (Certified)
Mary Pritchard	Lawrence Intermediate (Classified)
Pam Schmidt	Rincon H.S. (Certified)
Marc Severson	Smith Elementary (Certified)

**TUSD NEGOTIATION ADVISORY COMMITTEE  
FOR 1998-1999**

Lawson Bramblett	Director, Employee Relations
Randy Boyer	Exceptional Education
Joan Richardson	Executive Director, Human Resources
Paul Felix	Asst. Director, Human Resources
Judith Knight-Burroughs	Executive Director, Financial Svc.

# ***CONSENSUS AGREEMENT***

***BETWEEN***

***TUCSON UNIFIED SCHOOL DISTRICT***

***and the***

***TUCSON EDUCATION ASSOCIATION***

**FOR 1998-1999\***

**RATIFIED BY TUSD 12/21/98**

**AND BY TEA 01/13/99**

***\*Some provisions extend until June 30, 2000***

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## ARTICLE ONE

### DEFINITIONS

- 1-1** The term **ASSIGNMENT** shall mean:
- A.** The schools(s), subject(s) and/or grade level(s) assigned to a MBU.
  - B.** For individuals assigned to a non-school site department, assignment shall mean the positions assigned to them within that department.
- 1-2** The term **ASSOCIATION** shall mean the Tucson Education Association. Wherever the term Association is used, it is understood that the President of the Association, or his/her designee, acts for the Association.
- 1-3** The term **BOARD** shall mean the Governing Board of Tucson Unified School District.
- 1-4** The term **CHARTER SCHOOL** shall mean a public school established with the TUSD Governing Board as its sponsor, pursuant to Title 15 of the Arizona Revised Statutes.
- 1-5** The term **COMBINATION CLASS** shall mean a class established at an elementary school when two or more grade levels are combined in order to adhere to class size caps listed in Article 22-2.
- 1-6** The term **CONTINUING TEACHER** shall mean a person employed in a position in Tucson Unified School District which requires a teaching certificate from the State Board of Education (including counselors and librarians), and/or a teacher who has been employed full-time by the District for more than the major portion of three consecutive years, as defined in A.R.S. 15-501.
- 1-7** The term **CONTACT TIME** shall mean any time during the school day during which a MBU is required to instruct/supervise (excluding supervision paid as extra duty) students.
- 1-8** The term **CORE BLOCK** shall consist of no more than three (3) consecutive periods at the 6th grade level, and no more than two (2) consecutive periods at the 7th grade level.
- 1-9** The term **DATE OF HIRE** shall mean the effective date of a contract as approved by the Governing Board.
- 1-10** The term **DAYS** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the school year, working days shall mean teaching days plus duty days. During the summer, working days will be those when the District's Central Administrative Offices are open for business with the public.
- 1-11** The term **DISCIPLINE** shall mean written reprimands, suspensions and terminations.
- 1-12** The term **DISTRICT** shall mean the Tucson Unified School District.
- 1-13** The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably prepared for and foreseen.

- 1-14** The term **EXTENDED YEAR OPPORTUNITY SCHOOL (EYOS)** shall mean a format of offering the adopted educational program of the District in designated schools using a calendar which modifies the "traditional" approach to a school year.
- 1-15** The term **EXTRA DUTY** shall mean the duties listed in the Extra Duty Article. Student supervision does not include such volunteer activities as crowd control, sport officiating, time-keeping or other such volunteer tasks performed as a part of interscholastic athletic events.
- 1-16** The term **FACULTY** shall mean the entire teaching body of a school to include, but not be limited to, classroom teachers, resource teachers, exceptional education teachers, counselors and librarians.
- 1-17** The term **FAMILY** shall mean parents, foster parents, step-parents, grandparents, spouse, children, siblings, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, anyone in the metropolitan Tucson area for whom the MBU has major responsibility or an established resident within the household.
- 1-18** The term **GRIEVANCE** shall mean an alleged violation, misinterpretation, or inequitable application of the terms or conditions of this Agreement.
- 1-19** The term **LETTER OF DIRECTION** shall mean a letter from a supervisor to a MBU specifying certain directions to be followed.
- 1-20** The term **LETTER OF REPRIMAND** shall mean a letter containing a rebuke of a MBU's conduct which shall be placed in a MBU's personnel file in the Human Resources Department.
- 1-21** **A.** The term **MEMBERS OF THE BARGAINING UNIT (MBU)** shall mean any or all full-time and part-time members of the Association's negotiating unit, including:

Art Specialist	Ex Ed Teacher
Bilingual Resource Teacher	Ex Ed Itinerant Teacher
Clinical Tech	Ex Ed Transition Coord
Compliance Monitor & Evaluator	Exchange Teacher
Counselor	Family Resource & Wellness Coord
Counselor Intern	Head Athletic Trainer
Counselor Intern - Lead	Hygienist
Curriculum Assistant	Instructional Tech Trainer
Curriculum Generalist	Job Dev Instructor
Curriculum Specialist	Language Arts Specialist
Curriculum Specialist - Bilingual	Librarian
Diagnostician	MBU on Leave
Ex Ed HS Dept Chair	Music Specialist
Nurse Practitioner	Nurse
Occupational Therapist	Social Worker
PE Specialist	Speech Clinician

Physical Therapist	Staff Dev Spec
Project Assistant	Teacher
Project Specialist	Voc Rehab Counselor
Psychologist	Vocational Evaluator

2. Any other positions created during the term of this agreement.

B. All MBUs shall be paid according to the salary schedule(s) as defined in Article 30.

- 1-22 The term **MULTI-AGE CLASS** shall mean a class at an elementary school of more than one grade level established as part of an educational program/philosophy designed to remain in place for more than one year.
- 1-23 The term **NEW SCHOOL/NEW DEPARTMENT** shall mean any existing school designated as a "new school/new department" by Tucson Unified School District Governing Board action.
- 1-24 The term **PERSONNEL FILE(S)** shall include those files in the possession of the MBU's supervisor which contain information concerning a MBU, exclusive of the supervisor's personal notes regarding the employee's performance/conduct. The Personnel File maintained by the Executive Director of Human Resources shall be considered the OFFICIAL PERSONNEL FILE.
- 1-25 The term **PHYSICAL ASSAULT** shall mean intentionally, knowingly or recklessly causing physical injury to another person.
- 1-26 The term **PREPARATION** shall mean a lesson plan for a class period of more than fifteen (15) minutes for middle school and high school teachers distinguished by differences in grade level and/or subject matter, and/or bilingual.
- 1-27 The term **PRINCIPAL** shall mean any building administrator or the administrator of any work location or functional division in the school district.
- 1-28 The term **PROBATIONARY TEACHER** shall mean a person employed in a position in Tucson Unified School District which requires a teaching certificate from the State Board of Education (including counselors and librarians), and a teacher who has not been employed full-time by the District for more than the major portion of three consecutive school years, as defined by A.R.S 15-501.
- 1-29 The term **PROGRAMMATIC NEED** shall mean specific instruction that must be offered to meet student needs due to federal/state legal requirements, and/or Board designated requirements.
- 1-30 The term **RELOCATION** shall mean the move of an exceptional education teacher and his/her students to another site at any time during the year.
- 1-31 The term **STUDENT WITH A 504 ACCOMMODATION PLAN** shall mean any student who has been identified by the District as meeting the criteria specified in Section 504 of the Rehabilitation Act of 1973.

- 1-32 The term **SENIORITY** shall mean the number of years in the bargaining unit for MBUs with continuing TUSD employment. For part-time MBUs, seniority shall be pro-rated according to the percentage of the school year worked. Seniority is maintained and accrued during the time a MBU is on a recall list with the District and during any leaves of absence. In the event two or more MBUs have the same date of hire, their seniority rank shall be determined in the order of the last four digits of their Social Security number, lowest number being the most senior.
- 1-33 The term **SITE-BASED DECISION MAKING (SBDM)** shall mean the process of decision making at a worksite in which decision making is shared by the administrator(s), teachers, parents, and educational support personnel.
- 1-34 The term **SITE-BASED DECISION MAKING SCHOOL** shall mean a school that has been accepted into the District's adopted SBDM program and has been placed in one of the first four phases of the District's SBDM phase-in plan by the TUSD/TEA Joint Site-Based Decision Making and Charter Schools Committee.
- 1-35 The term **SUBSTITUTE** shall mean a person who holds the appropriate credentials to be a substitute in the State of Arizona.
- 1-36 The term **TEACHER LOAD** shall mean the number of students instructed by a teacher at a middle school and/or high school. Students enrolled in any class period of more than fifteen (15) minutes duration shall be counted as part of a teacher's load.
- 1-37 The term **TEACHER TRAINEES** shall mean student teachers, interns, or any individual participating in a teacher education program.
- 1-38 The term **TEMPORARY CONTRACT** shall mean: a) the contract issued to those MBUs hired after December 15, 1998 for the 1998-99 school year; and b) the contract issued to those MBUs hired after October 1 of each succeeding school year. In both a and b above, the contract is effective upon the MBU's date of hire.
- 1-39 The term **TRANSFER** shall mean a change from one school or a non-school site department to another school or a non-school site department, resulting from the application of procedures in Articles 7 or 8. The move of an entire school to another location shall not be considered a transfer.
- 1-40 The term **VACANCY** shall mean a budgeted position previously held by a member of the bargaining unit, a newly created budgeted position, or a previously held or newly created budgeted extra-duty position which is not filled administratively through application of Article 8, or assignment in accord with ADA.

## ARTICLE TWO

### GENERAL PROVISIONS

#### 2-1 Discrimination

- A. 1) Neither the District nor the Association shall discriminate against any MBU on the basis of race, religion, color, national origin, age, sex, marital status, disability, or membership or participation in the Association's activities.
- B. A MBU shall have the right to be free from physical or verbal abuse, mental harassment and racial, ethnic or derogatory and/or defamatory statements.
- C. The rights, privileges and benefits provided by virtue of this Agreement shall be applied equitably to all MBUs.

#### 2-2 Board Policy

This Agreement constitutes officially adopted Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.

#### 2-3 Board Powers

The Board and the Association recognize that the Board and its administrators have certain powers, discretions and duties that, under Federal law, the Constitution and Laws of the State of Arizona, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application to any MBU covered hereby, shall be found contrary to law by legislative act or court of competent jurisdiction, such provision or application shall have effect in the law only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect. The Association and District shall immediately reopen negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

#### 2-4 Alteration

No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.

#### 2-5 Control

Except for those policies described herein as Agreements between the Board and the Association, the Board has the prerogative and responsibility to formulate and implement such other policies and programs it determines are necessary for efficient and effective operation of the schools. The provisions of this Agreement shall control where any conflict exists between this Agreement and Board policy, practice, custom, writing or intentions not incorporated in this Agreement. This Agreement shall not be used as a reason to deprive MBUs of professional advantage.

#### 2-6 Summer School

Should the Board elect to commence operation of its own summer school program (as opposed to contracting out), such program will not be covered under the terms of this Agreement.

## ARTICLE THREE

### ASSOCIATION RIGHTS

#### 3-1 Facilities

- A. The Association and its representatives shall be permitted to transact Association business on school property and have the right to use school facilities at reasonable times, provided it does not interrupt scheduled classroom activities or other school functions.
- B. Association meetings may be held in school facilities at any reasonable time that does not interfere with scheduled classes or other school functions. Whenever an Association meeting will be scheduled during the workday at a school, arrangements for the meeting should, as a professional courtesy to the building administrator, be made no later than the day prior to the meeting.

#### 3-2 Communications

- A. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on bulletin boards. Space on at least one such bulletin board shall be provided in each school building.
- B. The Association shall have the right to use mail boxes and the District delivery service for communications to and from MBUs.
- C. The Association shall, upon request, be granted time at faculty meetings to present reports and announcements.
- D. The Association and the District shall jointly plan and conduct the orientation program for newly hired MBUs.
- E. As respects to Section 3-2-A and 3-2-B above, such use of bulletin boards or mail boxes shall be limited to Association matters authorized by a responsible Association representative, as evidenced by the Association logo. The responsible supervisor at the building, or his/her designee, shall be given a copy of matters posted or deposited in mail boxes prior to actual posting or depositing. Documents deposited or posted may not include any defamatory material or advocate insubordinate acts.

#### 3-3 District Information

- A. The District agrees to furnish the Association available information concerning the financial resources of the District, including but not limited to financial reports, tentative budgetary requirements and allocations, agendas and minutes of Board meetings and seniority lists. The District also agrees to provide the Association with information needed by the Association to develop constructive negotiation proposals, provided, however, that the District shall not be required to prepare reports or surveys. The District further agrees to provide the following information to the Association:

1. Names, addresses, assignments and work sites of all MBUs hired by the District within 20 days of the date the individual starts working or the Board approves the contract, whichever is earlier;
  2. All vacancy notices will be sent to the Association on the first day of each week;
  3. Lists of all completed transfers on the first day of each month;
  4. Lists of all reinstatements, replacements, new positions and contract changes by the third Wednesday of each month;
  5. Lists of all terminations, resignations, retirements, leaves of absence and any other separations by the third Wednesday of each month;
  6. Lists showing MBUs assigned to each building by the first day of each month;
  7. Lists of all extra duty assignments, including name, school, assignment and extra duty assignment by November 1 and March 1 of each year;
  8. Lists of substitutes in alphabetical order by October 1 and February 1 of each year;
  9. Seniority lists by date of hire and alphabetical order by October 1 and March 1 of each year;
  10. Class size lists per MBU by building by October 15th and February 15th of each year;
  11. Lists of the specific administrators responsible for the distribution, preparing and compiling of the data listed in the Consensus Agreement by August 1 of each year.
- B. The Association shall receive copies of appropriate new or modified fiscal, budgetary or construction programs at such times as they are transmitted to Board members for final actions.
- C. All other information requested from the District will be provided to the Association in a timely manner.

3-4

**TEA Representatives**

- A. Members of the TEA Board of Directors and members of official committees shall be permitted to leave the buildings at students' dismissal time in order to attend scheduled Association business.
- B. Past practice concerning released time for TEA representatives shall be continued for AEA Delegate Assembly, time spent as a member of the TEA Bargaining Team, and TUSD/TEA consultations or involvement in a third step grievance hearing or arbitration proceeding. No individual shall be entitled to more than twenty (20) days of released time per school year for TEA/AEA/NEA activities, except time spent as a member of the TEA Bargaining Team, in TUSD/TEA consultations or involvement in a third step grievance hearing or arbitration proceeding shall not be counted in the twenty (20) day limitation.
- C. The following released time shall be provided and substitute salary shall be paid by the Association:

1. Released time requiring substitutes and requested for members of the Association's bargaining team prior to March 1.
  2. Released time requests requiring substitutes which exceed forty (40) days. The following released time will not be included in those forty days:
    - (a) AEA/NEA delegate assembly;
    - (b) Time spent as a member of the Association's bargaining team on or after March 1;
    - (c) TUSD/TEA consultations;
    - (d) Level III grievances or arbitrations.
- D. TEA will notify in writing the Executive Director of Human Resources in advance of released time requests. If the request is for AEA/NEA Delegate Assembly, time spent as a member of the bargaining team; a TUSD/TEA consultation; or a Level III grievance/arbitration, the written notification will indicate the reason.
- E.. The Association will provide the District with the names of Association Representatives in each building and those members of official committees by October 15 and February 15 of each year of this Agreement.

3-5

**Association President**

The Association President shall be entitled to a paid leave during the term of his/her office. The Association president shall not suffer a loss of benefits. The Tucson Education Association shall reimburse the District for the cost of the paid leave and benefits.

3-6

**Notification**

The District will print under the same cover, the White Collar/Food Service and the Consensus Agreements for each employee in the bargaining units thirty (30) calendar days from the date of Board ratification. 5,250 copies of the employee agreements will be provided to the Association for distribution to each employee in the bargaining units. The District shall provide a copy to each new employee hired during the year. The Association shall pay \$2,000 towards the cost of printing the employee agreements, and should they request additional copies during the term of this Agreement, the cost will be paid by the Association.

3-7

**Payroll Deduction**

- A. Upon receipt of written authorization from individual MBUs, the Board agrees to deduct from the salary of members of the Tucson Education Association the annual amount due and payable by the MBU as now fixed and as hereafter increased or changed as certified by the Association. The Board further agrees to promptly transmit all such monies so deducted to the Association on a bi-monthly basis.
- B. The MBU's written authorization shall remain in effect during the term of employment of the MBU unless he/she revokes his/her authorization. Revocation shall be accomplished exclusively in the following manner: The individual MBU shall initiate the requested revocation by providing written notice to the Association no later than August 1 of each year. The Association shall submit all revocations received by August 1 to the District no later than September 1 of each year.

- C. The deductions shall be made in equal amounts starting with the first full pay period after the start of the school year, or the first full pay period after District receives the MBU's authorization.
- D. If authorized by the individual MBU in the event the MBU's employment is terminated by resignation or otherwise, the balance of dues for that year shall be deducted from the final salary warrant. If the balance due the Association is greater than the final salary warrant, the Board neither has liability for the difference, nor any obligation to recover said amount for the Association. In addition, the Association agrees to indemnify the Board against any actions taken by any person for making any payroll deductions as specified in this Article.

3-8 **Consultation**

Upon request of the Association or the District, the Association and the District agree to meet and consult upon matters of concern. Released time may be granted to allow MBUs to participate in TUSD/TEA consultations.

3-9 **Exclusivity**

- A. All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.
- B. The District may consult with any individual or organization on any topic, but will negotiate only with the Tucson Education Association.
- C. As the exclusive representative of employees as defined in Article 1-1, Tucson Education Association (TEA) is obligated to represent all employees in the bargaining unit as defined in Article 1-2 in good faith.
- D. The Association shall indemnify and save harmless the District from and against any and all claims, damages or suits or other forms of liability which may arise out of or by reason of any action taken by the District or the Association for the purposes of complying with this Article.

3-10 **Committees**

Information regarding District committees formed to make recommendations which impact on MBUs' terms and conditions of employment will be provided to the Association. Such committees will include Association participant(s). Recommendations for Association participant(s) will be made to the Superintendent by the Association President. Examples of such committees are curriculum committees, planning book committees, and report card committees.

**ARTICLE FOUR**

**NEGOTIATION PROCEDURE**

4-1 **Recognition**

The District recognizes the Association as the exclusive representative of all MBUs in the District and shall negotiate terms and conditions of employment with the Association in accordance with the following procedure:

4-2

**Procedure**

- A. Both parties agree to negotiate in good faith. The obligation of good faith negotiations does not compel either party to agree to or to make a concession on a specific issue. The District shall make available to the Association the proposed budget for the next fiscal year as soon as it is available, including preliminary information concerning MBU salaries. The District shall provide the Association with public information requested by the Association.
- B. Negotiations shall be conducted in closed session unless both parties agree to the contrary. Either party may designate its own representatives and may utilize the service of consultants.
- C. Tentative agreement of individual items reached during negotiations shall be reduced to writing, dated and signed by the team's spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire agreement by both parties. All tentative agreements negotiated by the negotiations teams are subject to formal ratification by the members of the Association and adopted by the District. After ratification by both parties, representatives of the District and Association shall sign the Agreement.

4-3

**Timelines**

Negotiations shall begin no later than March 1st. If no agreement has been reached by April 15th as a result of good faith negotiations, either party may declare an impasse and the issues in dispute shall be submitted to mediation/arbitration.

4-4

**Impasse**

- A. Should the District and the Association be unable to agree within five (5) working days upon a mediator-arbitrator, the American Arbitration Association shall be requested to furnish a list of five (5) mediator-arbitrators from which the parties shall select a mediator-arbitrator in accordance with American Arbitration Association rules. The format, dates, and times of meetings shall be conducted in closed sessions. The costs for the services of the mediator-arbitrator including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the District and the Association.
- B. The mediator-arbitrator shall first attempt to resolve the dispute through the mediation process. Should this process fail, that person shall then function as the arbitrator of the issues remaining in dispute. Within ten (10) working days after the conclusion of arbitration hearings, the mediator-arbitrator shall submit a report in writing to the District and Association only and shall set forth in the report the findings of fact, reasoning, and recommendations on the issues submitted. The report shall be advisory only and binding neither on the District nor Association. Within five (5) days after receiving the report of the mediator-arbitrator, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting. The respective parties shall take official action on the report of the mediator-arbitrator no later than fifteen (15) days after the meeting described above.

4-5

**Expiration**

If recognition is lost pursuant to the following procedures, this Agreement shall be considered null and void upon the expiration date of this Agreement.

4-6

**Decertification Petition**

**A. Petition**

1. A petition for an election to decertify the Association may be filed with the Superintendent by a MBU within the unit or a teacher organization.
2. The petition shall contain the following information:
  - a. The name, address and telephone number of the petitioner, and the name, address and telephone number of the agent to be contacted, if any.
  - b. A description of the established unit.
  - c. The approximate number of teachers in the established unit.
  - d. A statement that the teachers in the established unit no longer desire the Association as their exclusive representative.
3. The petition shall be signed by at least 30 percent of the members in the established unit.
4. The petitioner shall concurrently serve a copy of the petition to the District, the Association and any other teacher organization known to claim to represent MBUs.

**B. Election**

1. Upon receipt of a petition for decertification, the Board may conduct a representation election under impartial auspices. The costs for such an election shall be defrayed equally by the petitioning organization and the District.
2. A petition shall not be considered whenever a representation election has been held within the 12 months immediately preceding the filing of the petition. If there is an existing agreement in effect, the petition must be initiated, signed, and delivered to the Board within 90 to 120 working days prior to expiration of the agreement to fulfill the requirement for receipt of a valid petition for decertification.

**ARTICLE FIVE**

**GRIEVANCE PROCEDURE**

5-1

**Purpose**

- A. The District and the Association acknowledge that it is usually most desirable for the MBU and his/her immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the MBU, a grievance may be processed.
- B. The purpose of this grievance procedure is to secure equitable solutions to a claim of the grievant in an equitable manner and at the lowest possible level.

5-2

**Immediate Supervisor**

- A. In any school, the immediate supervisor is deemed to be the building principal, principal designee, or acting principal in his/her absence.

B.

If a MBU works at more than one school, the immediate supervisor shall be deemed to be the supervisor with whom the grievance has been filed.

C.

If a MBU is not assigned to an individual school, the immediate supervisor is deemed to be the administrator by whom the MBU is evaluated.

5-3

**Level One**

- A. A MBU with a Level I grievance shall first present it orally and informally, with or without a representative, to the grievant's immediate supervisor within fifteen (15) days from the occurrence of the alleged violation, or fifteen (15) days from the time the alleged violation is known to the grievant or the Association.
- B. When presenting a Level I grievance, the grievant must specifically inform the immediate supervisor that the presentation is a Level I grievance. A Level I grievance shall include the following:
  1. Date of alleged violation;
  2. Section of Agreement allegedly violated;
  3. Relief requested.

5-4

**Level Two**

- A. If resolution is not reached by means of the Level I grievance procedure, the grievant shall have five (5) days from the date of the Level I grievance meeting to file a written grievance. The grievant may present a claim in writing to the immediate supervisor, either directly or through the Association.
- B. A written grievance shall meet the following specifications:
  1. It shall contain a synopsis of the facts giving rise to the alleged violation or misinterpretation, including appropriate dates;
  2. It shall contain the specific section of this Agreement which has been allegedly misinterpreted or allegedly inequitably applied;
  3. It shall state the relief requested;
  4. It shall be signed and dated by the grievant.
- C. Within five (5) days after receiving the written claim of grievance, the immediate supervisor shall state the decision in writing and forward it to the Superintendent or designee, the grievant, and the Association.

5-5

**Level Three**

- A. Within ten (10) days after receiving the written decision of the immediate supervisor (or within twenty (20) days from the date the Level I was filed if there was no written response to the Level II), the grievant may, either in person or through the Association, submit a written appeal from the immediate supervisor's decision to the Superintendent or designee. Said appeal shall be accompanied by copies of the original claim of grievance and the immediate supervisor's written decision, and shall state with particularity objections to that decision. The Superintendent or designee shall investigate the claim, evaluate the evidence, and, within ten (10) days after receiving the written appeal, state in writing a decision. The Association shall receive copies of all grievance decisions made as a result of

hearings without Association representation. Such decisions will not be used by either party as precedence in future grievances.

- B. A copy of the original grievance and the Level III decision shall be sent to the Association at the same time the Level III decision is provided to the grievant.
- C. The Level III filing will be submitted with at least one date (within five days of filing) when the Association representative and the grievant will be available.

5-6

#### Level Four - Arbitration

- A. Only grievances arising out of an alleged misinterpretation or alleged violation of the express terms of this Agreement may be submitted to Level IV, and only on petition of the Association. All arbitration hearings will be held at times and locations mutually agreeable to both the District and the Association.
- B. If the response of the Level III review does not result in resolution of the grievance, the Association on behalf of the grievant may invoke this Level IV procedure within ten (10) days of the receipt of the Level III decision.
- C. The Superintendent or designee and the Association shall submit the issue and schedule a hearing date with the selected arbitrator within ten (10) days of filing of the grievance at Level IV.

5-7

#### Selection of Arbitrators:

The selection of arbitrators to hear TEA grievances shall be accomplished in the following manner:

TEA and TUSD shall agree on a list of twelve (12) arbitrators who are acceptable to both TEA and TUSD. The arbitrators shall be placed on a list in alphabetical order and assigned in that order as each grievance is filed. The intent is to rotate arbitrators. If an arbitrator's schedule prevents a mutually agreeable hearing date from being scheduled within forty-five (45) calendar days of filing for arbitration, then the next arbitrator on the list shall be assigned that grievance.

5-8

#### Arbitration

- A. The arbitrator shall be bound by the following:
  - 1. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement;
  - 2. The arbitrator shall expressly be confined to the precise issues jointly submitted by the parties. If the parties are unable to reach agreement on the submission of issues, the arbitrator shall formulate the issues to be determined.
- B. The findings and recommendations for relief of the arbitrator shall be advisory. A copy of the decision shall be submitted to both parties within thirty (30) days of the hearing.

- C. The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the incurring party.

5-9

#### Time Limits

- A. Failure at any step in this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step.
- B. Failure at any step to appeal a grievance to the next higher step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits specified in the grievance procedure may be extended in any specific instance only by mutual written consent of both parties.

5-10

#### Reprisals

No reprisals shall be taken by the District or the Association against a grievant or witness(es) because of participation in the grievance procedure.

5-11

#### Group Grievance

If, in the judgment of the Association representative, the grievance affects a defined group of MBUs, the Association may pursue the grievance at Level III. Prior to filing the written Level III grievance, TEA shall first present the grievance orally to the Superintendent's designee in accordance with the Level I provision.

5-12

#### Hearing and Decisions

- A. At each of the levels of the grievance procedure, the grievant and his/her representative shall be given a reasonable opportunity to be heard. Hearings at each level will be held at times mutually agreeable to both the District and Association.
- B. All decisions at Level II and Level III shall be in writing and shall include supporting reasons. Copies of all decisions and recommendations shall be promptly furnished to all parties in interest, including the grievant and his/her representative.
- C. All decisions shall be implemented within ten (10) days unless stated otherwise in the decision.

5-13

#### Forms

Forms for filing grievances, withdrawing grievances, serving notices, taking appeals, making reports and recommendations and other necessary or related proceedings, shall be prepared by the District after consultation with the Association. Multiple copies shall be available upon request from TUSD Employee Relations or the Association.

5-14

#### Information

- A. Reasonable access shall be made available to records and files of all unprivileged information necessary to the determination and processing of any grievance.
- B. Only the following grievance information may be placed in a MBU's personnel file:
  - 1. Receiving additional monies/benefits;
  - 2. Placement on a salary schedule at a higher rate of pay;
  - 3. Placement in a position;



4. Leave of absence and sabbatical approvals.

5-15 **Participation in Grievance Process**

- A. Grievant(s) and a reasonable number of witnesses who testify orally at scheduled hearings or arbitration hearings shall receive their regular rate of pay for any part of their workday spent in the following grievance related activities:
- 1) Attending scheduled grievance hearings;
  - 2) Attending arbitration hearings.
- B. The MBU shall be released from his/her work duties only for the time necessary to testify and shall return to work immediately upon being released from the hearing. Arrangements for grievant(s) and witnesses must be made at least two (2) days prior to the scheduled hearing.

**ARTICLE SIX**

**ASSIGNMENT**

6-1 **Qualifications**

- A. MBUs shall not be required to accept assignments outside the scope of their certification, endorsement, or North Central requirements, if applicable.
- B. Any position in in-house suspension programs shall be filled with a teacher.

6-2 **Site Assignments**

MBUs shall not be required to accept assignments to more than five (5) sites, with the following exceptions:

Adaptive P.E. Teachers	Itin. Teachers of Hearing Impaired
African American St. "At-Large Specialist"	Job Development Instructor
Bilingual Curriculum Specialists	Nurse Practitioners
Bilingual Diagnostic Team	Occupational/Physical Therapists
Dental Hygienists	Teachers of Visually Impaired
Diagnosticians	Vocational Counselors
Exceptional Education Counselors	Vocational Evaluators
Homebound Teleteaching	Vocational Rehabilitation Counselors

6-3 **Split Schedule**

No MBU shall be required to accept a split schedule.

6-4 **Initial Assignments for the Following School Year**

- A. No later than February 15 of each year, MBUs shall be asked in writing by the principal, designee District administrator, and/or department chairperson to identify their preferred assignment at their site(s), including the subject, grade level, extra duty assignments and/or schools (for MBUs assigned to more than one site).
- B. No later than April 1, each MBU shall be notified in writing of his/her tentative assignment for the following year. Exceptions are:
1. May 15 for Exceptional Education MBUs; and

2. First contract day of the next school year for itinerant music teachers.

C. **Itinerant Music Teachers**

No later than their last contract day, traveling music teachers shall submit their suggested schedules for the next school year to their site administrator(s) and the Assistant Director for Fine Arts. Tentative schedules developed by the District for traveling music teachers will be provided to them by their first contract day. Traveling music teachers will have an opportunity for a consultation to suggest changes in their schedules prior to the opening of school.

D. **Assignments shall be based on:**

1. TUSD curriculum;
2. Needs of students based on enrollment and registration;
3. Class sizes and staffing ratios as per the Consensus Agreement;
4. The MBU's stated preference, education and experience.

The District may assign teachers to different subjects and/or grade levels within a school.

E. Any counseling or librarian vacancy shall be advertised and filled via the transfer process.

6-5

**Assignment Changes**

- A. Assignments shall not be changed without prior consultation with the MBU; however, if the assignment must be changed before the MBU reports to work the following year, and every reasonable effort has been made to consult without success, the MBU will then be notified in writing.
- B. For Non-Exceptional Education MBUs assigned to more than one site, the addition, deletion, or exchange of less than 65 percent of site working time shall be an assignment change and not a transfer if it occurs prior to September 14 of each year. The addition, deletion or exchange of 65 percent or more of site working time shall be a transfer. Any change of site working time after September 14 of each year shall be a transfer.
- C. For Exceptional Education MBUs, any change in site working time before November 8 shall be considered an assignment change. In the event of an assignment change of an Exceptional Education MBU, the Exceptional Education MBU shall be provided two (2) working days "relieved of regular duties" to complete the assignment change.

6-6

**Application**

No assignment shall be arbitrary, capricious, or without basis in fact.

6-7

**Return from Leave**

- A. A MBU on a full-time leave of for one school year or less will return to his/her previous site/school and will be assigned first in accordance with the provisions of Article 6.



- B. MBUs on a fractional leave of absence will return to the site and FTE held at the time of their original request for a fractional leave.
- C. **Job Sharing**  
After expiration of a leave of absence granted for the purpose of job sharing, if vacancies do not exist at the site, Article 8 will apply.

#### ARTICLE SEVEN

##### VACANCY RECRUITMENT AND SELECTION

###### 7-1

###### Vacancy Criteria

- A. The criteria for voluntary transfers are:
  - 1. Provide the best quality education for students and improve morale for individual MBUs; or
  - 2. Meet the economic, educational or affirmative action needs of the District.
  - 3. Transfer shall not be used as a substitute for evaluation or disciplinary action. Transfer in no way reflects on the competency or the qualifications of any MBU transferred for any reason.

###### 7-2

###### Posting Criteria

- A. Each vacancy posting, except an extra duty vacancy, shall include:
  - 1. School, position, grade/subjects or subject to be taught;
  - 2. District and/or State Certification requirements;
  - 3. District and/or State Endorsement requirements;
  - 4. District and/or North Central Education and/or training requirements;
  - 5. District, State or Federal Affirmative Action requirements;
  - 6. Performance Responsibilities, including programmatic needs; and
  - 7. Date job begins.
- B. Vacancies shall be posted at each site for at least five days prior to the closing date and provided to TEA. Vacancy information is also available on the twenty-four hour job line (617-7216), Tucson Cable Channel 56, and People's Choice channel 43.
- C. No vacancy notice shall be constructed in an arbitrary or capricious manner or without basis in fact.
- D. Vacancies shall be filled within fifteen (15) days of the Human Resources Department knowing a vacancy will occur.
- E. **Vacancies**
  - 1. a) **For 1998-1999:** A comprehensive list of all vacancies for the following school year will be advertised no later than the first Monday in March. This list shall include those vacancies filled by new hires after September 14 of the current school year.
  - b) **For Each Subsequent Year:** A comprehensive list of all vacancies for the following school year will be advertised no later than the first Monday in March.

- 2. a) **For 1998-1999:** Vacancies for the following school year which remain unfilled as of May 28, or become vacant after May 28, will be offered to and filled with qualified MBUs in accord with 8-4-E.
- b) **For Each Subsequent Year:** Vacancies for the following school year which remain unfilled as of April 17, or become vacant after April 17, will be filled with DITs, new hires, and/or MBUs who apply as voluntary transfers. MBUs may apply as voluntary transfers through May 28.
- 3. Vacancies for which there are no qualified MBUs will be advertised for new hires, provided there are no qualified MBUs which must be assigned in accord with 8-4-E.
- 4. A substitute may be used for any position vacant between the first contract day and September 14.
- 5. Vacancies occurring from August 14 through May 22 (August 14 through June 30 for EYOS schools) shall be advertised for new hires. The position will be advertised for MBUs to voluntarily transfer only if there are no qualified new-hire applicants.

###### 7-3

###### Applicant Criteria

- A. **1.** **For 1998-1999:** All vacancies (excluding extra duty) shall be filled first by members of the bargaining unit, except as provided for in Article 7-2-E-5, who meet the following criteria:
  - a) District and/or State Certification requirements;
  - b) District and/or State Endorsement requirements;
  - c) District and/or North Central Education and/or training requirements;
  - d) District, State or Federal affirmative action requirements;
  - e) Performance responsibilities, including programmatic needs.
- 2.** **For Each Subsequent Year:** All vacancies (excluding extra duty) occurring between the first Monday in March and April 16 shall be filled first by members of the bargaining unit, except as provided for in Article 7-2-E-5, who meet the following criteria:
  - a) District and/or State Certification requirements;
  - b) District and/or State Endorsement requirements;
  - c) District and/or North Central Education and/or training requirements;
  - d) District, State or Federal affirmative action requirements;
  - e) Performance responsibilities, including programmatic needs.
- B. MBUs who wish to be considered for posted vacancies shall complete an application signed by the immediate supervisor or designee (such signature is not a condition of transfer) and submit it to Human Resources Dept. Applications

submitted through the school or U.S. Mail will not be considered if postmarked or received after the closing date.

- C. MBUs will apply for no more than five (5) vacancies per posting for which he/she qualifies.
- D. DITs and MBUs returning from a Board approved Leave of Absence of more than one year will be provided a list of vacant positions.
- E. Any MBU who is involved in a Plan for Improvement may be prohibited from transferring.
- F. MBUs on temporary contracts are not considered to be MBUs for the purposes of Article 7-3-A for vacancies for the following school year.

7-4

#### Candidate Selection

A. 1. For 1998-1999

For vacancies defined in 7-2-E-1 for the following school year: Up to the four (4) most senior qualified MBUs (voluntary transfers, DITs, return from leave, and RIFs) shall be referred to the site administrator for interview. For those positions filled after September 14 (referenced in 7-2-E-1, the four (4) most senior, plus the incumbent, shall be referred for interview. The site administrator will interview and select from the referred applicants.

2. For Each Subsequent Year

For vacancies defined in 7-2-E-1 for the following school year: Up to the four (4) most senior qualified MBUs (voluntary transfers, DITs, return from leave, and RIFs) shall be referred to the site administrator for interview. The site administrator will interview and select from the referred applicants.

B. 1. For 1998-1999:

For vacancies defined in 7-2-E-2 for the following school year: Unassigned MBUs shall be assigned to a position in accord with 8-4-E beginning May 29.

2. For Each Subsequent Year

For vacancies defined in 7-2-E-2 for the following school year: Unassigned MBUs shall be assigned to a position in accord with 8-4-E, beginning July 15.

- C. For vacancies defined in 7-2-E-5: An assignment will not be completed until the Association and the District agree that the transfer is appropriate.
- D. No vacancy shall be filled in an arbitrary, capricious manner or without basis in fact.

#### E. Candidate Notification

- 1. MBUs referred for interview will be notified of selection or non-selection within fifteen (15) days of the position being filled or withdrawn.
- 2. MBUs will receive written notification from the Human Resources Dept. when they have been selected to fill a vacant position. The MBU will have two (2) days from date of receipt to decline the position. Failure to decline denotes acceptance.

- F. When a MBU has been selected as the successful candidate for a vacancy during the school year, the MBU shall be allowed two (2) working days to complete the transfer of their materials to the new location.

7-5

#### Extra Duty

- A. All extra duty vacancies listed in Article 29-1, 29-2 and 29-4 (except as provided in 7-5-C) shall be filled by MBUs, providing they meet the following criteria:

- 1. District experience requirements;
- 2. District, State or Federal Affirmative Action requirements;
- 3. Performance Responsibilities;
- 4. District and/or State certification requirements.

- B. Each extra duty vacancy posting shall include:

- 1. School;
- 2. Extra Duty;
- 3. District, State or Federal Affirmative Action requirements;
- 4. District experience requirements;
- 5. Performance Responsibilities;
- 6. Stipend to be paid;
- 7. Date job begins;
- 8. District and/or State Certification requirements.

- C. District applications from non-MBUs will not be considered for any high school/middle school coaching vacancy, unless there are fewer than three (3) MBUs who meet the minimum qualifications. If there are fewer than three (3) MBUs meeting the minimum qualifications, the District may recruit outside applicants to bring the pool up to four (4).

- D. Each student council, vocal music and safety patrol assignment in an elementary school shall be posted only within that school.

- E. The following extra duty vacancies in middle schools shall be posted only within the school where the extra duty vacancies occur: audio visual; student council; newspaper and yearbook; and spirit line.

- F. The following extra duty vacancies in senior high schools shall be posted only within the school where the extra duty vacancies occur: class sponsor; student council; Manager of Interscholastic Activities and Spirit Line. Head librarian, department chairperson, newspaper, yearbook and debate/speech shall be posted

only within the school where the vacancy occurs if they are not combined with a teaching vacancy.

- G. 1. Only the following extra duty vacancies may be combined with teacher vacancies: Head librarian; department chairperson; middle and senior high school fine arts; and senior high school newspaper, yearbook and debate/speech.
2. Extra duty positions that are combined with teaching positions shall be posted and filled in accordance with Section 7-1, 7-2, 7-3 and 7-4 of this Article. If more than one applicant meets the extra duty vacancy criteria for extra duty positions that are not combined with teaching positions, the appropriate administrator will make the selection.
- H. No extra duty vacancy shall be filled in an arbitrary, capricious manner or without basis in fact. No extra duty vacancy notice shall be constructed in an arbitrary or capricious manner or without basis in fact.

7-6 A joint TUSD/TEA Task Force shall be formed, consisting of two members appointed by the Association and two members appointed by the District. This task force will review the implementation of Articles 7, 8, and 32. Any recommendations made by the Task Force will be made to the Superintendent and the Association no later than May 30, 2000.

#### ARTICLE EIGHT

##### INVOLUNTARY ASSIGNMENT/RELOCATION

###### 8-1 Criteria

- A. The criteria for transfers and relocations are:
1. Provide the best quality education for students and improve morale for individual MBUs; or
  2. Meet the economic, educational or affirmative action needs of the District.
  3. Transfer shall not be used as a substitute for evaluation or disciplinary action. Transfer in no way reflects on the competency or the qualifications of any MBU transferred for any reason.
- B. Any MBU who is involved in a Plan for Improvement may be prohibited from transferring.
- C. When it has been determined that a District-initiated transfer is necessary and there are no volunteers, the least senior MBU in that particular building, department, or program shall be transferred, provided that certification and North Central requirements are met.
- D. No District-initiated transfer shall be arbitrary, capricious or without basis in fact.
- E. A MBU who is a District-initiated transfer shall not be required to be a District-initiated transfer again prior to the following school year.

###### 8-2 Time to Complete Transfers or Relocation

- A. Whenever a transfer, relocation, or an entire school is moved, MBU(s) shall be allowed two (2) working days relieved of regular duties to complete the transfer.
- B. When a MBU has been designated as a District-initiated transfer during contract days, that MBU shall be given two (2) days off for the purpose of visiting schools at which vacancies exist, prior to specifying his/her preferred school assignment.

###### 8-3 Relocation

- A. Before the District makes a decision to move a class from one school site to another, the District will hold a meeting with all MBUs that might be affected by the possible relocation. The purpose of this meeting is to discuss the necessity of the possible relocation and to seek feedback from those that might be affected.

If the District does decide to relocate a class, a second meeting will be held to inform affected MBUs of the reasons for relocation.

- B. If relocation occurs, the affected MBU has the choice of moving with his/her class or being designated as a DIT and placed in accord with Article 7 or 8.
- C. A MBU involved in a relocation must make his/her decision known within three (3) days of notification of such relocation.

###### 8-4

##### District-Initiated Transfers for the Following School Year

- A. A District-initiated transfer for the following school year shall take place no sooner than the third Monday in March and no later than September 14.
- B. If the District determines that a District-initiated transfer is necessary, the faculty shall be informed as to the reasons for the transfer. The Principal shall communicate the necessity for the transfer and request volunteers for a District-initiated transfer. There shall then be three (3) days in which to determine if a MBU wishes to volunteer to be a District-initiated transfer. No District-initiated transfer from a site or program shall begin until the three (3) day time period for volunteers has passed, except for any District-initiated transfers in the months of August and September, at which time there will be a one (1) day time period. If more than one MBU meets the requirements for a voluntary DIT, then the most senior MBU shall be designated as the DIT. If only one MBU meets the requirements for a voluntary DIT, he/she shall be designated as the DIT. In any event, a voluntary DIT will only be accepted as the DIT provided their transfer meets the criteria listed in Article 8-1-A.
- C. A personal conference shall be initiated with the MBU designated as a District-initiated transfer by his/her immediate supervisor. A written notice of transfer which states the reasons for the transfer will be provided to the DIT either at the conference or within five (5) days following the conference. During said conference the reasons for transfer shall be discussed and the MBU shall have an opportunity to express any concerns regarding such transfer. At said conference the MBU shall be informed of the following: The economic, affirmative action and

enrollment factors causing the decision to be made; the factors causing that particular building, department or program to lose a MBU; the factors causing that particular MBU to be transferred.

- D. 1. ***For 1998-1999:*** At said conference, a list of all vacancies shall be provided the MBU who has been designated as a DIT and, through May 29, the MBU may apply for vacancies in accord with Article 7.
2. ***For Each Subsequent Year:*** At said conference, a list of all vacancies shall be provided the MBU who has been designated as a DIT and, through July 15, the MBU may apply for vacancies in accord with Article 7.
- E. 1. a) ***For 1998-1999:*** From May 29 until the first contract date of the school year, MBUs designated as DITs, MBUs returning from leave of more than one year, and MBUs not re-hired as a result of a new school declaration will be provided a list of budgeted positions available for the following school year. MBUs will rank in order all positions for which they are qualified. These positions will be filled with the most senior applicant, with the exception of schools designated as "New Schools".
1. b) ***For Each Subsequent Year:*** Beginning July 15 until the first contract date of the school year, MBUs designated as DITs, MBUs returning from leave of more than one year, and MBUs not re-hired as a result of a new school declaration will be provided a list of budgeted positions available for the following school year. MBUs will rank in order all positions for which they are qualified. These positions will be filled with the most senior applicant, with the exception of schools designated as "New Schools".
2. MBUs who are identified as DITs from the first contract date of the school year up through September 14 will be transferred to a position for which he/she is qualified.
- F. MBUs transferred because of declining enrollment shall be given the right of first refusal in returning to the original site and/or program if enrollment increases and the position is re-opened prior to September 14.
- G. Before any vacancy occurring prior to June 30 is filled pursuant to Article 7, the position shall be offered to MBUs involuntarily transferred from the site of the vacancy, with the exception of MBUs involuntarily transferred due to a "new school" declaration. In such case, Article 7 is in effect for vacancies at a "new school" for a period of two (2) years from the involuntary transfer. If the MBU refuses the offer to return, all recall rights to return have been exhausted.
- H. Temporary contract MBUs are not eligible to become a voluntary DIT (per 8-4) or a DIT (per 8-1-C).

- 8-5 **Lists**  
TEA will be provided, on a monthly basis, a list of MBUs selected to fill posted vacancies, their previous work site, the new work site, position advertisement number and status of the MBU prior to the assignment (long-term substitute, DIT, returning from leave, etc.)
- 8-6 **Temporary Assignment**  
All MBUs who are District-initiated transfers or returning from leave of absence of more than one year may be temporarily assigned to positions other than posted vacancies, including substitute teacher positions, until they can be placed in a vacancy for which they are qualified. Such MBUs shall be placed in the first available vacancy for which they are qualified.

## ARTICLE NINE

### NORMAL WORK DAY

#### 9-1 Duration

- A. A normal work day for MBUs shall be as follows:

CONTRACT HOURS	LUNCH (Free of all duties, including travel)	PLANNING Elementary	PLANNING Middle & High Schools
5/5 (7.5 hours)	Not less than 30 minutes	60 consecutive minutes	At least one period
4/5 (6 hours)	Not less than 30 minutes	60 consecutive minutes	At least one period
3/5 (4.5 hours)	Not less than 30 minutes	60 consecutive minutes	At least one period
1/2 (3.75 hours)	Not less than 30 minutes	30 consecutive minutes	30 consecutive minutes
2/5 (3 hours)	Not less than 30 minutes	30 consecutive minutes	30 consecutive minutes
1/5 (1.5 hours)		20 consecutive minutes	20 consecutive minutes

- B. MBUs may be permitted to leave the building during any time for which they are not assigned a class with the authorization of the Principal or his/her designee.

#### 9-2 Dismissal

On days immediately prior to scheduled holidays or vacations, MBUs may leave after their students at their assigned worksite are dismissed.

#### 9-3 Planning Time

- A. Uninterrupted planning time of at least sixty (60) consecutive minutes shall be provided daily within the normal work day for full-time teachers at elementary sites. Planning period adjustments may be made with the approval of the teacher if the adjustment does not decrease the number of minutes allocated for planning time.

- B. At least one teaching period of uninterrupted planning time shall be provided each day for full-time teachers in middle schools and senior high schools. Planning period adjustments may be made with the approval of the teacher if the adjustment does not decrease the number of minutes allocated for planning time.
- C. Uninterrupted planning time of at least sixty (60) minutes shall be provided daily within the normal work day for full-time MBUs not referred to in 9-3-A & B. Planning period adjustment may be made with approval of the MBU if the adjustment does not decrease the number of minutes allocated for planning time.
- D. At the MBU's request, every reasonable effort will be made to insure that the planning time for MBUs assigned to more than one site will be provided at the base school.
- E. Planning time shall be free of any assigned activities, except where necessary for IEP activities, meetings with supervisors regarding evaluation observations, and parent conferences.
- F. Voluntary inservices during planning periods may be held at the request of the majority of MBUs or at the administrator's suggestion with concurrence of the majority of MBUs in the building or department. All materials and written information distributed at voluntary inservices shall be made available to the faculty or department. Compensation for loss of planning period need not be provided if a MBU chooses to attend said voluntary inservice during a planning period.

9-4 **Student Contact Time**

- A. The amount of teacher-student contact time (teaching time) shall not exceed 320 minutes per day in an elementary school. The above mentioned contact time may be exceeded only to accommodate teacher-student contact time decreased due to staff development days and only under the following conditions:
  - 1. Student contact time may not exceed 325 minutes per day.
  - 2. Student contact time may only be increased to offset a maximum of three hours per staff development day.
  - 3. Student contact time will average no more than 320 minutes per semester/trimester.
  - 4. MBUs at the site will be consulted regarding scheduling.
- B. The amount of student contact time for teachers of two half-day kindergarten classes shall not exceed 285 minutes per day.
- C. For teachers assigned to more than one (1) site, the amount of student-teacher contact time shall not exceed 300 minutes per day.

9-5 **Field Trips**

The District shall provide transportation and necessary substitutes for any approved field trips. When funds for field trip substitutes are not available, teachers may provide unpaid voluntary in-house coverage in lieu of substitutes. Approval for field trips will be given in writing.

9-6

**Parent Conferences**

- A.
  - 1. Elementary and exceptional education schools shall be dismissed early a minimum of four (4) half days during the school year to grant teachers time for parent-teacher conferences.
  - 2. Middle school students shall be dismissed early a minimum of three (3) half-days during the school year to grant teachers time for parent-teacher conferences.
- B. On parent teacher conference days, students shall be dismissed three hours early.
- C. On parent conference days at any school level, MBUs may be assigned a "split" day, with up to one half of the teacher's normal work day allotted to evening parent-teacher conferences. The normal starting time of the work day shall not be changed for parent-teacher conference days or faculty meetings without the consent of a majority of the MBUs.

9-7

**Preparations**

- A. High school teachers shall have no more than three preparations per day without the approval of the teacher.
- B. Middle school teachers shall have no more than three (3) preparations per day without the approval of the teacher. A core block will be considered one preparation.
- C. Exceptional Education teachers are exempt from these provisions.

9-8

**Staffing Outside the Normal Work Day**

MBUs who are required to attend staffings outside the normal work day will be compensated at the same rate as loss of planning period.

9-9

**Evening Events**

Attendance at one open house and one other scheduled student performance/activity (excluding athletic events) by MBUs shall be part of their professional responsibilities without additional compensation. A sign up list of scheduled activities will be posted in each school. MBUs will not be assigned student supervision responsibilities at such activities.

9-10

**Traveling Coaches**

Any day during the coach's season on which a coach's planning period falls on the last period of the normal school day, the coach may use the planning period for travel to his/her coaching site, provided there are no educational activities requiring his/her presence. If a coach does not have a planning period on the last period of the normal school day, the coach may travel to his/her coaching site immediately following the dismissal of students.

9-11

**Registration**

Teachers, excluding counselors, in elementary and middle schools shall not be required to participate in the registration of students for more than two (2) hours. The two (2) hour period may be any time during the three day period preceding the opening day of school.

9-12 **High School and Middle School Teaching Periods**

- A. No high school or middle school teacher shall be required to teach more than five (5) periods of more than fifteen (15) minutes in duration per day, except as specified in Article 21-4.
- B. No MBU shall have more than one regular period of fifteen minutes or less per day.

**ARTICLE TEN**

**SAFE WORKING CONDITIONS**

- 10-1 A. No MBU shall be required to work in any location which has been determined to be hazardous to his/her health and/or safety by the proper authority, i.e. building administrator, health inspector, fire inspector, District engineers, District medical doctor, etc.
- B. When buildings or classrooms are closed because of emergencies, unsafe or hazardous conditions, MBUs may be temporarily reassigned to different locations until such time as the emergency or condition is rectified. No MBU shall suffer a loss of pay resulting from such emergencies or conditions.
- C. When it is required that a MBU conduct classes in another school because of an emergency or unsafe or hazardous condition for more than five working days, that MBU shall be given one day of released time to establish the new classroom. The District shall provide assistance in moving supplies to the new school. The same released time and assistance shall be provided when the class is returned to the original school.

**ARTICLE ELEVEN**

**FACILITIES, EQUIPMENT and MATERIALS**

11-1 **Instructional Facilities**

- A. All rooms which are used for purposes of instruction or instructional preparation shall be adequately heated and cooled and include a desk and chair for the MBU.  
  
In the event that temperatures become a detriment to the instructional process, every reasonable effort shall be made to remedy the problem, including but not limited to the provision of additional heating/cooling units.
- B. MBUs shall not be required to change teaching stations within a building more than twice per day, unless program or facilities necessitate otherwise.
- C. Space shall be provided for each MBU within each instructional area to store his/her instructional materials and supplies.
- D. Space with lock and key shall be provided to store personal articles.
- E. Chalkboard space shall be provided in every classroom.

- F. Books, paper, pencils, pens, chalk, erasers and other teaching materials shall be provided. Replacement of instructional material necessitated by an emergency and which is available in the TUSD warehouse, shall be completed within five (5) days.
- G. Typing, word processing and duplicating facilities to aid the MBUs in the preparation of instructional materials shall be provided.

11-2

**Lounge**

- A. An area shall be provided in each school for the exclusive use of MBUs and classified employees as a staff lounge. The lounge shall be adequately heated and cooled.
- B. The District shall provide a telephone in the area used as a staff lounge, for the use of MBUs and classified employees to make local telephone calls.

11-3

**Offices**

- A. During the normal work day, department chairpersons shall be assigned space for their use.
- B. MBUs whose job requires confidentiality shall be provided working space and access to a telephone where privacy is available.

11-4

**Keys**

Upon request from a MBU, he/she shall be provided with a key to his/her classroom and the principal may authorize his/her use of keys to the buildings, lounge, work areas and/or office and gates of the school. Keys shall be issued on the school site on one designated day during the three (3) preservice days.

11-5

**Facilities Construction and Maintenance**

- A. No MBU shall be required to create, construct or maintain facilities.
- B. All athletic facilities will be prepared for all approved interscholastic competition by non-MBUs. Said preparation will take place prior to approved interscholastic competition.
- C. Playgrounds will be maintained such that safe conditions exist.
- D. All MBUs shall be responsible for proper care, control and preventative maintenance of equipment under their supervision. However, major repairs shall not be the responsibility of the MBU beyond identifying and reporting required repairs. This shall not eliminate reasonable creativity required of a MBU in certain instances such as Fine Arts.

11-6

**Record Keeping**

In the event records are destroyed due to an act beyond a MBU's control, the District shall provide clerical assistance to the MBU to help replace the records.

11-7

**Pre-marking of Tests**

Classroom teachers shall not be required to pre-mark identification information on mandated tests for elementary students, exclusive of newly enrolled students.

## ARTICLE TWELVE

### CALENDAR

- 12-1 During the school year, there will be two hundred and two (202) contract days which shall include:
- A. No more than 175 teaching days.
  - B. At least three (3) preparation days for planning, inservice, and preservice activities.
  - C. At least three (3) grading days for the exclusive use of the teacher to compile grades and/or complete related activities, and/or attend voluntary inservice activities.
  - D. For other than Extended Year Opportunity Schools, at least one (1) day at the end of each year for compilation of grades, completion of year-end activities, and preparation for the following year.
  - E. Twenty (20) holidays/vacation (21 holidays for Extended Year Opportunity Schools).
- 12-2 In the event that one hundred seventy-five (175) teaching days are not completed by the last scheduled teaching day of the school year, sufficient additional teaching days shall be scheduled by mutual agreement of TEA and the District in order to meet the one hundred seventy-five (175) teaching day requirement.
- 12-3
- A. No meetings and/or inservices will be required on grading days, except when at least 80% of the MBUs at a site vote to have meetings and/or inservices at their site on a grading day. Inservice activities may, in any event, be provided on grading days on a strictly voluntary basis for each MBU.
  - B. Any and all materials and written information distributed at voluntary inservices shall be distributed to the faculty or department.

## ARTICLE THIRTEEN

### EVALUATION

- 13-1 **Purpose**  
The purpose of this procedure is to evaluate the progress and success of both newly employed and experienced MBUs for the purpose of improving instruction and services. Evaluation also provides the basis for administrative decisions. Such decisions may include the employment of personnel, their assignment, the granting of tenure, promotion, demotion, or termination.
- 13-2 **The Evaluation Instrument**
- A. The District shall ensure that the evaluation system is in accordance with State law. The District shall establish a Teacher Evaluation Review Committee for the purpose of reviewing the teacher evaluation instrument as necessary. The committee shall consist of four (4) members appointed by TEA and four (4)

members appointed by TUSD. The committee shall meet and submit, no later than May 15 of each year, its recommendations for modifications to the evaluation instrument. The committee's recommendations, along with the Superintendent's recommendations, shall be submitted to the Governing Board for their consideration.

- B. The District shall establish a committee composed of three (3) members appointed by TEA and three (3) members appointed by the District for the purpose of reviewing the evaluation instrument for members of the bargaining unit who are not certificated teachers as defined by State law. The committee shall meet and submit, no later than May 15 of each year, its recommendations for modifications to the evaluation instrument. The committee's recommendations, along with the Superintendent's recommendations, shall be submitted to the Governing Board for their consideration.

13-3

### Procedure - Probationary Teachers

- A. Prior to the first teaching day of each school year, the immediate supervisor shall meet with the teachers for the purpose of orienting them to the total evaluation plan and shall supply a copy of the Assessment and Evaluation for the Improvement of Instruction Policy and the evaluation instrument to each teacher.
- B. The evaluation shall include a minimum of two (2) observations prior to December 20 (prior to December 2 for year round schools) and two (2) observations prior to May 9 (prior to June 9 for year round schools), for a minimum of thirty (30) minutes each. Each observation shall be followed by a conference within ten (10) days. A statement of evaluation shall be signed by the teacher at the final conference of each semester/trimester.
- C. Within ten (10) days of the last observation, the statement of evaluation will be submitted in writing and signed by both the teacher and the evaluator(s). The signature of the teacher indicates only that he/she has seen the statement of evaluation but does not necessarily indicate agreement with the contents of the statement. No teacher shall be required to sign a blank or incomplete evaluation form.
- D. A statement of evaluation shall be signed prior to May 9 (prior to June 9 for year round schools) of each year.
- E. There shall be only two (2) statements of evaluation for probationary teachers unless deficiencies are noted.
- F. Before a preliminary notice of intent to dismiss or not re-employ for inadequate performance is issued, the evaluation shall include at least one additional observation.

13-4

### Procedure - Continuing Teachers

- A. Prior to the first teaching day of each school year, the immediate supervisor shall meet with the teachers for the purpose of orienting them to the total evaluation plan



and shall supply a copy of the Assessment and Evaluation for the Improvement of Instruction Policy and the evaluation instrument to each teacher.

- B. The evaluation will include a minimum of one (1) observation prior to December 20 (prior to December 2 for year round schools) and one (1) observation prior to May 9 (prior to June 9 for year round schools), for a minimum of thirty (30) minutes each. Each observation will be followed by a conference within ten (10) days. A statement of evaluation shall be signed by the teacher at the final conference.
- C. Within ten (10) days of the last observation, the statement of evaluation will be submitted in writing and signed by both the teacher and the evaluator(s). The signature of the teacher indicates only that he/she has seen the statement of evaluation but does not necessarily indicate agreement with the contents of the statement. No teacher shall be required to sign a blank or incomplete evaluation form.
- D. A statement of evaluation shall be signed prior to May 9 (prior to June 9 for year round schools) of each year.
- E. There shall be only one (1) statement of evaluation for continuing teachers unless deficiencies are noted.
- F. Before a preliminary notice of intent to dismiss or not re-employ for inadequate performance is issued, the evaluation shall include at least one additional observation.

**13-5 Procedure - Non-Certificated Members of the Bargaining Unit (Excluding those listed in Article 13-6)**

- A. Prior to the first teaching day of each school year, the immediate supervisor shall meet with the non-certificated MBUs for the purpose of orienting them to the total evaluation plan and shall supply a copy of the Assessment and Evaluation for the Improvement of Instruction Policy and the appropriate evaluation instrument to each non-certificated MBU.
- B. The evaluation will include a minimum of one (1) observation prior to December 20 (prior to December 2 for year round schools) and one (1) observation prior to May 9 (prior to June 9 for year round schools), for a minimum of thirty (30) minutes each for non-certificated employees. Each observation will be followed by a conference within ten (10) days. A statement of evaluation shall be signed by the non-certificated MBU at the final conference.
- C. Within ten (10) days of the last observation, the statement of evaluation will be submitted in writing and signed by both the MBU and the evaluator(s). The signature of the non-certificated MBU indicates only that he/she has seen the statement of evaluation but does not necessarily indicate agreement with the contents of the statement. No non-certificated MBU shall be required to sign a blank or incomplete evaluation form.

- D. A statement of evaluation shall be signed prior to May 9 (prior to June 9 for year round schools) of each year.
- E. There shall be only one (1) statement of evaluation for non-certificated MBUs unless deficiencies are noted.
- F. Before a notice of intent to dismiss or not re-employ for inadequate performance is issued, the evaluation shall include at least one additional observation.

**13-6**

**Evaluation Procedure for Psychologists, Speech Clinicians, Occupational Therapists, Physical Therapists, and Social Workers**

- A. Prior to the first teaching day of each school year, the immediate supervisor shall meet with the MBU for the purpose of orienting him/her to the total evaluation plan.
- B. The District will designate a qualified administrator as the formal "evaluator" for each MBU. The designated evaluator gathers information needed to complete the evaluation instrument by conducting planned observations, drop-in visits as appropriate and reviewing the MBU's performance in relation to his/her responsibilities, i.e., tests, assessment reports, parent conferences, student contacts.
- C. The initial observation will be pre-arranged by the evaluator and the MBU.
- D. The evaluation will include a minimum of one (1) conference per semester. The purpose of the conference is to provide feedback regarding the performance of the MBU. At the final conference, the statement of evaluation will be submitted in writing and signed by both the MBU and the evaluator. The signature of the MBU indicates only that he/she has seen the statement of evaluation but does not necessarily indicate agreement with the contents of the statement. No MBU shall be required to sign a blank or incomplete evaluation form. The final statement of evaluation shall be signed prior to May 9 (June 9 for year round schools) of each year.
- E. 13-7, Observations, does not apply
- F. **Recommendations for Improvement**  
Recommendations for improvement shall be provided to MBUs upon recognition of any deficiencies. Recommendations for improvement shall be offered in writing to guide the MBU toward the remediation of such deficiencies.

**13-7**

**Observations**

- A. Evaluations shall be conducted only by qualified supervisors. Input into evaluations may be provided by other appropriate District supervisors. Each formal observation of performance will be made in person for a minimum of thirty (30) consecutive minutes. All monitoring and observations of the performance of a MBU will be conducted openly and with the full knowledge of the MBU.



- B. In high schools, the MBU and administrator may request that the department chairperson observe the MBU's performance and also provide a written statement of the observation to the MBU and administrator. The department chairperson will not observe for the purpose of evaluation without prior knowledge and consent of the MBU. The administrator will continue to have full and final responsibility for the written evaluation.
- C. The initial observation will be pre-arranged by the evaluator and the MBU.
- D. Information from MBUs who have been assigned to assist MBUs shall not be used as a basis for evaluation statements.

13-8 **Objections**

In the event that the MBU feels the evaluation is incomplete or unjust, the MBU may file the objections in writing within ten (10) days of the receipt of the statement of evaluation and have them attached to the statement placed in the personnel file.

13-9 **Recommendations for Improvement**

- A. Recommendations for improvement shall be provided to MBUs upon recognition of any deficiencies. Recommendations for improvement shall be offered in writing to guide the MBU toward the solution of such deficiencies.
- B. In the event a statement of evaluation results in a recommendation for improvement, follow-up evaluation will address progress or lack of progress in areas in need of improvement.
- C. Written Plans for Improvement may be provided when recommendations for improvement have not been met. MBUs for whom a Plan for Improvement is required, shall have the opportunity to suggest content for that plan prior to its finalization by the supervisor. The Plan for Improvement shall provide assistance to the MBU which shall include, but not be limited to, at least some of the following actions:
  - 1. Demonstration;
  - 2. Direction of the MBU toward a model for emulation, allowing opportunities for observation and consultation;
  - 3. Initiation of conferences with evaluator and MBU to plan positive moves toward improvement of the MBU's performance;
  - 4. Guidance for the MBU toward professional growth may include opportunities to attend workshops, inservices or conferences which will lead to professional growth in areas identified as deficiencies;
  - 5. Observation, continued and sustained, by the evaluator to note day-to-day lessons and their inter-relationships;
  - 6. Maintenance and expansion of the collection of professional literature with assigned reading, designed to suggest possible solutions to identified problems.

13-10 **Eavesdropping**

The use of eavesdropping, public address, or audio systems, and similar surveillance devices shall be strictly prohibited.

13-11 **Complaints**

Any complaints regarding a MBU which may have an effect on the MBU's evaluation or continued employment, that are made to the administration by any parent, student, or other person, shall be in writing and a copy shall be promptly furnished to the MBU. Said MBU shall have the right to answer in writing, and the answer shall be reviewed by the administrator and attached to the complaint. Comments by the reviewing administrator shall be signed and also attached to the complaint.

13-12 **Personnel File(s)**

- A. A MBU shall have the right to review the contents of his/her personnel file(s) and to receive a copy of each at Board expense. A MBU shall be entitled to have a representative of the Association accompany him/her during such review. A MBU shall have the right to indicate those documents and/or other materials in the file(s) which may be obsolete, inaccurate or otherwise inappropriate to retain. Said documents shall be reviewed by the District Superintendent or his/her designee, and if, in fact, they are obsolete, inaccurate, or otherwise inappropriate to retain they shall be destroyed.
- B. A MBU may provide a representative with a signed, dated permission statement allowing a designated representative to have access to and copy (at reasonable cost) the content of the MBU's official personnel file. Such permission shall be no longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Executive Director of Human Resources prior to accessing the MBU's official personnel file.
- C. No materials derogatory to a MBU's conduct, performance, character or personality shall be placed in the personnel file(s) unless the MBU has had the opportunity to review the material. The MBU shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The MBU shall also have the right to submit a written answer to such material which shall be reviewed and signed by the Superintendent or his/her designee and attached to the file copy(ies). The signature of the Superintendent or his/her designee shall in no way indicate agreement with the contents thereof.

13-13 **Non-Renewal**

- A. Non-renewal of teachers for performance deficiencies shall be in accordance with state and federal statutes.
- B. Failure to re-employ non-certified MBUs for performance deficiencies shall not be without just cause. Non-renewal may be appealed by filing a grievance at Level III.

- 13-14 Procedure - Head High School Coaches and Middle School Coaches**
- A. Prior to the beginning of each coaching season, the evaluator shall meet with coaches for the purpose of orienting them to the total evaluation plan and shall supply a copy of the evaluation instrument to each coach.
  - B. Prior to the first scheduled event, the coach will complete the appropriate sections of the evaluation form, setting forth goals and objectives for the season, and return it to the evaluator.
  - C. During the season, the evaluator will observe the coach at least once during practices, and at least once during events.
  - D. The evaluator will meet with the coach within thirty (30) days after the end of the season to complete the evaluation.
  - E. The evaluator and coach will sign the evaluation form. The coach's signature indicates only that the coach has seen the statement of evaluation but does not necessarily agree with the contents of the statement. No coach shall be required to sign a blank or incomplete evaluation form.
  - F. The evaluator may request input regarding the coach's performance from the Manager of Interscholastic Activities. Only administrators shall evaluate coaches.
  - G. Only the following provisions of this article will apply to high school and middle school coaches: 13-1 Purpose; 13-8 Objections; 13-10 Eavesdropping; 13-11 Complaints; 13-12 Personnel File(s); 13-14 Procedure for Middle and High School Coaches; and 13-15 Representation.
  - H. The non-renewal or dismissal of any coach for performance deficiencies shall not be arbitrary, capricious or without just cause.

- 13-15 Representation**  
MBUs shall be entitled to have present a representative of the Association whenever requested to meet with the administration to discuss performance deficiencies. If postponement of a meeting occurs in order to obtain a representative, that delay shall not invalidate the evaluation.

#### ARTICLE FOURTEEN

##### CLASSROOM CONTROL and STUDENT DISCIPLINE

- 14-1**
- A. The MBU has a primary responsibility for facilitating learning and maintaining discipline in the classroom. A MBU may exclude a disruptive student from the room, in accord with A.R.S.—15-841. The student will be provided with work in an academic setting.
  - B. Prior to the first day of class, every MBU shall be provided with a copy of the school's student discipline procedure. Said policies must make provision for student exclusion even in the case of administrative absence.

- C. A teacher may remove a pupil from the classroom if either of the following conditions exist:
  - 1. The teacher documented that the pupil has repeatedly interfered with the teacher's ability to communicate effectively with the other pupils in the classroom or with the ability of the other pupils to learn.
  - 2. The teacher has determined that the pupil's behavior is so unruly, disruptive or abusive that it seriously interferes with the teacher's ability to communicate effectively with other pupils in the classroom or with the ability of the other pupils to learn.
- D. If, after discussion of the matter with the principal or his/her designee, the MBU objects to the re-admission of the disruptive student to the classroom, the matter will be referred to the Placement Review Committee. The Committee shall be composed of two (2) teachers who are selected by the faculty members and one (1) administrator. The faculty members shall select a third teacher as an alternate member of the committee. If a committee member is the teacher refusing to readmit the disruptive student, the alternative member shall replace that teacher on the committee determining that student's readmission. The principal shall not return the disruptive student to the classroom without the teacher's consent until the committee determines it is the best or only practical alternative. The process for determining placement of a pupil in a class, or replacement in an existing class shall not exceed three (3) days from the date the pupil was first removed.

- 14-2** When a MBU has been assigned a student known to have serious and chronic behavioral problems that are disruptive of the learning environment or has been expelled from any TUSD site, the MBU, the appropriate administrator, and other involved supportive personnel, or the child study team shall meet within ten (10) days of when said student is identified and brought to the attention of the appropriate administrator or counselor to develop mutually satisfactory methods of dealing with the problem, including but not limited to, appropriate class size.

- 14-3** A MBU may within the confines of State law protect him/herself or other persons.

- 14-4** If it has been determined that a student has physically assaulted a MBU, an immediate short-term suspension will be imposed upon the student and the process for long-term suspension/expulsion shall begin forthwith.

- 14-5** When it has been determined that a student has damaged or destroyed the personal property of a MBU while on school premises or school duties, the District shall seek restitution from the student to compensate the MBU for his/her loss.

- 14-6** When it has been determined by the immediate supervisor that a student has physically assaulted a MBU, he/she shall be allowed up to two (2) days leave, not charged to the MBU.

- 14-7** In cases involving disabled students, Articles 14-1 and 14-4 will only apply to the extent that it does not conflict with IDEA and Section 504 of the Rehabilitation Act of 1973 (Americans With Disabilities Act).

## ARTICLE FIFTEEN

### REDUCTION IN FORCE

#### 15-1 State Law

In accordance with ARS-15-544, the Governing Board may utilize reduction in staff in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of the schools.

#### 15-2 Determination

The District shall determine any reduction in force in accordance with the following procedure:

- A. Project the enrollment and program needs;
- B. Determine the present staff in each grade and/or program area;
- C. Determine the certification of all MBUs and/or the education and experience of MBUs for assignments with neither specified certification nor educational requirements;
- D. Estimate the following year's staff including those MBUs returning from leaves of absence and adjusting for those MBUs retiring, resigning, taking a leave of absence, taking a sabbatical, being discharged and being transferred to non-bargaining unit positions;
- E. Project staffing needs based on enrollment, program needs and the class size and staffing articles in this Agreement.
- F. All of the above information shall be delivered to the Association by March 15. All of the above information shall be revised, updated and delivered to the Association by April 1 of each school year.

#### 15-3 Method

##### A. Seniority List

A list of the total MBUs in the District shall be compiled starting with the MBU having the most seniority and continuing to the MBU with the least seniority. The seniority list shall also itemize, after each name, each MBU's area(s) of certification. The seniority list shall be delivered to the Association by October 1 of each year. MBUs shall have the right to challenge their placement on the seniority list.

##### B. Retaining MBUs

1. If a reduction in force is necessary, then probationary MBUs in the affected programs shall be the first employees RIFed (in order of seniority). If cuts are necessary among continuing employees or other MBUs in any program, then such cuts will be made within those programs on the basis of seniority.
2. Those programs with specific certification and endorsements will be considered as one program.

#### C. Affirmative Action

The percentage of MBUs of any minority group shall be no less after any reduction in force than it was prior to the reduction in force.

#### D. Exemptions

No MBU shall be subject to a reduction in force during a school year for which he/she has signed a contract.

#### 15-4

#### Notification

- A. MBUs subject to the reduction in force shall be notified in writing no later than the fifteenth of April by certified mail; however, MBUs who become entitled after April 15 of any year to a contract (with an effective date prior to or after April 15) for the balance of the school year will not have entitlement to a contract for the following year.
- B. All RIF bargaining unit employees shall receive a letter from the District stating that the loss of their positions was due to a reduction in force. The District shall, upon request of the individual, send a duplicate of this letter to any placement or personnel file. Said letter shall automatically be placed in the personnel file of the RIF bargaining unit employee.
- C. The Association shall receive a list of employees sent notification of the reduction in force along with each MBU's area(s) of certification and education and experience including their seniority ranking.

#### 15-5

#### RIF Benefits

- A. The District shall pay the full cost of the current health and life insurance benefit for all RIF MBUs until October 1 of the following school year. After October 1, RIF MBUs shall, upon request, be allowed to continue their health insurance coverage by paying the premium themselves.
- B. All positions of substitutes shall be offered to RIF MBUs on the recall list, in order of seniority, before any other person is offered such a position.

#### 15-6

#### Recall Procedure

##### A. Seniority

All RIF MBUs shall be recalled for available budgeted positions in the order of bargaining unit seniority, according to the Articles of this Agreement.

##### B. Notice

The District shall give written notice of recall by sending a registered or certified letter to the Association and to said MBUs at their last known address. The recall letter shall specify the position which is vacant, including the site, assignment, and full-time equivalency for the position. It shall be the responsibility of such MBUs to notify the District of any change in address, additional certification, or additional educational units.

**C. Response**

Any MBU so notified shall respond within five (5) days from the receipt of the recall letter whether he/she accepts or rejects the position. If a MBU rejects a position for which he/she is qualified and such position is offered consistent with the provisions in this Article, said MBU shall be considered to have resigned from the employ of the District and all his/her benefits shall cease.

**D. Other Employment**

If a MBU has secured employment elsewhere, he/she shall be allowed fifteen (15) days from the date of acceptance of position before being required to report to work.

**E. Full-Time/Part-Time Positions**

MBUs who were previously assigned to part-time and full-time positions shall be recalled to full-time positions according to State law. Full-time MBUs shall have the option of accepting or rejecting any part-time positions that may exist without jeopardizing their recall status for any full-time position. Part-time MBUs shall have the option of accepting or rejecting any full-time positions that may exist without jeopardizing their recall status for any part-time position.

**F. Qualifications for Recall**

RIFed MBUs shall specify in writing the grade level, program and subject matter for which they wish to be considered for recall. MBUs shall have the right to limit the positions for which they will be considered for recall.

**15-7 Recall Rights**

**A. Other Employment**

MBUs shall not lose their recall rights if they secure other employment during the time they are on the recall list.

**B. Benefits**

All benefits to which MBUs were entitled at the time of their being released due to a reduction in force, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to MBUs upon their return to active employment, and MBUs shall retain their step and educational column on the salary schedule.

**C. Recall List**

A MBU shall remain on the recall list for three (3) years after the effective date of layoff unless the MBU:

1. Waives recall rights in writing;
2. Resigns in writing to the District;
3. Fails to accept a position offered consistent with this Article.

**D. Grievances**

The Association shall have the right to file a grievance for MBUs who are not recalled if it appears that their re-employment rights have been violated. The District shall provide the Association with the current list of those MBUs who have

retained recall rights, along with each MBU's area(s) of certification, and the education and experience of MBUs for assignments with neither specified certification nor educational requirements, and their seniority ranking by September 15, November 15, February 15, and April 15 of each year.

**15-8**

**RIF Protection**

All MBUs hired on or before December 31, 1994, shall not be subject to a reduction in force during the term of this Agreement.

**ARTICLE SIXTEEN**

**DISCIPLINE & DISMISSAL FOR MISCONDUCT**

**16-1**

**Rules**

- A. Violations by MBUs of the rules, regulations or policies of the Governing Board or of state and federal laws shall result in disciplinary action in accordance with these rules.
- B. The Governing Board or designee(s) reserves the right not to discipline a MBU for a violation of the rules, regulations or policies of the Governing Board.
- C. A MBU may be disciplined for just cause including, but not limited to, the following reasons:
  1. Conduct which is a violation of any of the applicable rules, regulations and policies of the Governing Board.
  2. Conduct which fails to comply with any applicable duties as set forth in the Arizona Revised Statutes.
  3. Insubordination.
  4. Unprofessional conduct including but not limited to:
    - a. Physical and/or verbal abuse of a pupil.
    - b. Being under the influence of, or using alcohol or illegal drugs while on duty.
    - c. Conduct while on duty which would constitute a criminal offense.
    - d. Conviction of a felony.
    - e. Unauthorized absences which result in responsibilities not being performed.
    - f. Misuse or unauthorized use of District property.

**16-2**

**Just Cause**

No MBU shall be reprimanded, suspended, or dismissed without just cause.

**16-3**

**Progressive Discipline**

- A. The District shall normally use progressive discipline in dealing with MBUs. Progressive discipline requires supervisors to informally counsel and instruct MBUs about necessary improvements in their behavior prior to taking disciplinary action. The normal sequence of disciplinary action shall be as follows:
  1. Written Reprimand;
  2. Suspension without pay for up to ten (10) days;
  3. Dismissal.

- B. It is recognized that some offenses may be sufficiently serious as to warrant the omission of one or more of the normal steps of discipline progression.
- C. The District may take immediate action if:
  - 1. A MBU is charged by criminal complaint, information or indictment of any criminal offense which would be deemed cause for dismissal.
  - 2. The MBU's offense is of such serious nature that failure to take immediate action would seriously disrupt the functioning of the work place.

**16-4 Dismissal**

Dismissal or nonrenewal of MBUs for misconduct shall be in accordance with the state and federal statutes for dismissal of certified teachers.

**16-5 Association Representation and Privacy**

- A. Any discipline of a MBU by any administrator of the District shall be conducted in private. No MBU shall be reprimanded and/or disciplined in the presence of pupils, parents, other employees or the public.
- B. A MBU shall be entitled to have present a representative of the Association whenever requested to meet with the administration when being warned or disciplined for any misconduct. When a request for such representation is made, no action shall be taken with respect to the MBU until a representative of the Association is present, unless immediate action is necessary as in 16-3-C.
- C. **Information**  
All information used in determining discipline or dismissal shall be made available to the MBU, unless privileged pursuant to law.

**16-6 Letters of Direction**

- A. A letter of direction is not a disciplinary action but may be used to document the need to take disciplinary action.
- B. When a MBU transfers or relocates, said letter may be transmitted to the files of the site administrator only after the transfer or relocation has been completed.
- C. A Letter of Direction will not be used for conduct towards students that is deemed highly inappropriate by a reasonable person's standard, and/or which may be constructed as criminal. For such conduct, a letter of reprimand or more serious discipline is warranted.

**16-7 Letters of Reprimand**

At the request of a MBU, a letter of reprimand shall be removed from his/her personnel file provided:

- A. The action leading to the reprimand, or any related action, has not been repeated in a two-year period following the reprimand;
- B. No other letter of reprimand has been placed in his/her personnel file in a two-year period following the reprimand.

**16-8**

**Discipline Short of Dismissal**

Whenever disciplinary action short of dismissal is taken against a MBU, the MBU may appeal by filing a grievance at Level III.

**16-9**

**Administrative Procedures for Discipline**

- A. Upon a determination by the supervising administrator that there exists cause to impose discipline, the administrator shall notify the MBU of his or her intent to impose discipline. The notice shall be in writing and shall be delivered in person or by first class mail. The notice shall include the following:
  - 1. The conduct or omission of the MBU which constitutes the reason for discipline.
  - 2. A reference to any statutes, rules, policies, duties or written objectives or directions violated, if applicable.
  - 3. A scheduled meeting time between the administrator and the MBU at which meeting the administrator will:
    - a. In the event the discipline is a written reprimand, present the MBU with the reprimand.
    - b. In the event the intended discipline involves a suspension without pay, present the MBU with a letter advising the MBU that a suspension will be imposed at the conclusion of a thirty (30) calendar day period unless a hearing is requested within that period to dispute the imposition of the suspension.
- B. If a MBU receives:
  - 1) a written reprimand, he/she may request a hearing within ten (10) days of receipt of said reprimand;
  - 2) a letter of intent to impose suspension, he/she may request a hearing within thirty (30) calendar days of receipt of said letter. Such hearing requests will be filed as a Level III grievance.
- C. Imposition of any protested discipline shall be suspended until the conclusion of the hearing or appeal process.

**16-10**

**Complaints**

Any complaints regarding a MBU that are made to the administrator by any parent, student or other person and which may result in disciplinary action shall be in writing and a copy shall be promptly furnished to the MBU. Said MBU shall have the right to answer in writing, and the answer shall be reviewed by the administrator and attached to the complaint. Comments by the reviewing administrator shall be signed and also attached to the complaint.

**ARTICLE SEVENTEEN**

**ACADEMIC FREEDOM**

**17-1**

**Classrooms**

- A. Academic freedom shall be guaranteed to MBUs within the District's instructional program and no limitation shall be placed upon the study and investigation of facts and ideas except where contrary to statute or board policy.

- B. The MBU may exercise full political, religious and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position.
- C. Academic freedom guaranteed to a MBU requires that material presented to students be relevant to the course and appropriate to the maturity level of the students. MBUs shall at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions.

17-2 **Materials**

If an individual or a group attempts to exclude any District approved textbooks, library materials or supplementary materials, the District shall act as follows:

- A. All complaints regarding the use of any such materials shall be submitted to the Superintendent or designee in writing and signed by a resident of the District;
- B. A committee of parents, MBUs and administrators shall be appointed by the Superintendent or designee. The committee shall review the complaint and submit a written recommendation to the Superintendent or designee;
- C. The Superintendent or designee shall review the committee's recommendation and take appropriate action;
- D. Any disputed materials shall remain in use in the District until the District takes formal specific action to remove the materials.

17-3 **Personal**

Except as provided under Article 16-3-C, the personal life of a MBU outside the normal work day or other school related activities is not an appropriate concern of Tucson Unified School District.

**ARTICLE EIGHTEEN**

**HOLD HARMLESS**

- 18-1 In the event the Board or an administrator overrules a teacher's professional judgment rendered in accordance with District policy concerning grades, promotions, retentions, the teacher shall be held harmless against all claims, demands, suits, or other forms of liability made against him/her by reason of such action. The teacher shall be provided written documentation within ten (10) days of such action.

**ARTICLE NINETEEN**

**WORKSHOPS**

19-1 **Required Workshops**

- A. **Travel Expense**  
If the District requires a MBU's attendance at any course, workshop, seminar, conference, or inservice training session, payment will be made for associated tuition and/or travel expense costs, except that no reimbursement will be made for

travel expense within the Tucson Metropolitan area. Attendance at such sessions will not be allowed for salary credit advancement on the salary schedule.

B. **Compensation**

For time spent in attendance beyond the regular work week or contract year, MBUs involved in required workshops shall be compensated at the MBU's daily/hourly rate based on the MBU's scheduled annual salary, exclusive of extra pay for extra service.

19-2

**Voluntary Workshops**

Nothing in the foregoing shall preclude a MBU from participating in any voluntary program upon terms mutually agreeable to the District and the MBU. All voluntary workshops shall be prominently advertised as voluntary.

19-3

**Professional Development**

*(For the purpose of this article, Ed.D. is the equivalent of a Ph.D.)*

- A. MBUs participating in TUSD's approved staff development, other approved activities, other approved courses, or courses to acquire a specific teaching certificate or endorsement, or an advanced degree, must submit an intent form by April 1 in order to qualify for professional development credit for the following school year, with the exception of D below.
- B. **Professional Development Credit**
  - 1. **For 1998-99:** In order to be considered for professional development credit for the following school year, courses and/or activities must be successfully completed within the twelve (12) month period prior to the first day for students of that school year.
  - 2. **For each subsequent year:** In order to be considered for professional development credit for the following year, courses and/or activities must be successfully completed within the fifteen month period prior to the first day with students for that school year.
  - 3. **Exception:** Units completed during the summer of 1997-1998 are only applicable for professional development credit during the 1998-1999 school year.
- C. A MBU may only submit three credit hours per school year and is only eligible for one professional development stipend per school year.
- D. A certificated employee may be eligible for a professional development stipend upon return from leave of absence of one year, if an advanced degree or a total of three approved credits was earned either a) during the last year of employment, or b) during the leave of absence. Credit may be given for only three credits, not more or less.
- E. On or before November 1, MBUs must submit the following in order to qualify for a professional development stipend:

1. official college or university transcripts which were successfully completed with a "c" or better, or a "passing" designation; and/or
2. certificates or letters of completion for courses/activities approved by TUSD staff development.

**F. Professional Development Stipend**

1. MBUs who complete three credits of District-approved professional development will, in the subsequent year, receive a \$500 stipend, with the exception of,
  - a) MBUs who are eligible for a professional development stipend per 19-3-D, or
  - b) MBUs on career teacher levels who receive compensation through salary level advancement per Article 30-3-A-3.
2. One credit hour is equal to fifteen (15) hours of class time. Fifteen hours in any non-course-work activity as listed in 19-3-A is equal to one credit hour.
3. MBUs may not submit credits earned through educational course work or TUSD staff development when TUSD has provided released time, registration fee(s), tuition, reimbursement or compensation in any other form.

**ARTICLE TWENTY**

**TEACHER ASSISTANTS and TEACHER TRAINEES**

**20-1 Assignment**

- A. Teacher trainees shall not be assigned to a MBU without the MBU's consent.
- B. Teacher assistants shall not be assigned to a MBU without the MBU's participation in the selection process, unless the MBU is not available at the time of assignment, or when only one applicant is available for the position.
- C. MBUs entitled to a teacher assistant shall be provided a substitute teacher assistant in case of a vacancy.

**20-2 Evaluation**

A MBU shall have input into a teacher assistant's evaluation at least one (1) time per year. The site administrator is responsible for the evaluation.

**20-3 Duties**

- A. The duties to be performed by teacher assistants or teacher trainees shall be approved by the MBU before the assignment is made. Any duties assigned shall comply with federal program guidelines for teacher assistants in federally funded programs.
- B. Teacher Assistants and teacher trainees shall not be used as substitutes, and shall perform only those duties associated with their authorized assignment.

- C. Changes in the teacher assistant's duties shall be made only after consultation with the MBU.

**20-4**

**Work Schedule**

All MBUs entitled to teacher assistant time shall receive two (2) extra days of teacher assistant time in addition to the teaching days. The extra days shall be taken on the preschool preparation days or the first three (3) grading days.

**ARTICLE TWENTY-ONE**

**SUBSTITUTES**

**21-1**

**Procedure**

- A. MBUs shall be informed in writing of a telephone number they may call and the procedures to follow when reporting unavailability for work. Once a MBU has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.
- B. MBUs shall not be required to make more than one completed phone call to report an absence.

**21-2**

**Qualifications**

Each substitute shall possess a basic, standard or substitute certificate.

**21-3**

**Maintenance of Substitute Pool**

The District shall be required to maintain an adequate pool of substitutes. A current list of substitutes to be listed in alphabetical order shall be provided to the Association by October 1 and February 1 of each year.

**21-4**

**Provisions for Substitutes**

- A. When a teacher who has a regularly assigned class is absent, a substitute shall be provided when available. When a librarian is absent, a qualified substitute shall be provided, if available. When a site counselor is absent more than five (5) days, a substitute will be provided, if available. If sufficient substitutes are not available to cover regular classes, substitutes for librarians may be reassigned to cover such classes.
- B. In the event a substitute is not immediately available, the following procedure shall be used when the position must be filled by a MBU:
  1. **Middle School and High School**
    - a) Teachers assigned to scheduled classes shall be asked to volunteer to substitute during his/her designated planning period
    - b) If no classroom teacher volunteers to substitute in (1) above, teachers not assigned a scheduled class may be assigned to substitute.
    - c) Teachers who are assigned or volunteer to substitute shall be paid when they lose their designated planning period.
    - d) No teacher shall be required to substitute for more than one (1) period per day.



## 2. Elementary School

- a) Teachers not assigned to a regular class may be assigned to substitute if no volunteers are available.
- b) Teachers who are assigned to substitute shall be paid an amount equal to that of loss of planning period.
- c) No teacher shall be required to substitute for more than one (1) hour per day.

### 21-5 Type and Length of Assignment

- A. A substitute may be used to fill a position during the time a MBU is absent because of sick leave, personal leave, family leave, special bereavement leave, personal business, emergency leave, judicial leave, military leave, physical assault, public office leave, released time, extended leave, administrative leave, and leave of absence without pay when the intent is to return within the same school year.
- B. A substitute may also be used as follows (However, it is not the intent to unreasonably delay the filling of vacancies.):
  - 1) During the fifteen (15) day period before a vacancy is filled; or
  - 2) For any vacancy occurring between the first contract day and September 14.
- C. With the exception of 21-5-B-2, if a substitute qualifies for the vacancy he/she is substituting in, and has been in that position for more than fifteen (15) days, he/she will be employed to fill that position with retroactive salary and benefits (not including retroactive insurance coverage). In any event, the retroactive salary, benefits, and date of hire shall not be effective prior to October 1.
- D. If a substitute does not qualify for the vacant position he/she is substituting in and has filled that vacant position for more than fifteen (15) days, then the substitute shall be entitled to retroactive compensation equal to that of a Bachelor level, first year, regular contract MBU.

### 21-6 Extension

- A. The fifteen (15) day limit to fill a vacancy may be extended to no more than thirty (30) days if (1) no applicants apply who meet the vacancy criteria; or (2) the individual initially selected rejects the position; or (3) the individual selected cannot assume the position within the fifteen (15) day period; or (4) the vacancy occurs between April 1 and the last day of school. Any situation that requires an extension of time will be described to TEA in written correspondence delivered to TEA prior to any extension.

### 21-7 Selection of Substitutes

- A. MBUs have the right to request specific substitutes.
- B. The District shall assign the requested substitutes if those substitutes are available.

### 21-8 No Permanent Substitute

No MBU shall be assigned as a permanent substitute.

## ARTICLE TWENTY-TWO

### CLASS SIZE

#### 22-1

#### Limited Facilities

In any class in which instruction is solely or largely dependent upon the use of special equipment, machines or special work stations of a highly individualized nature, the District shall consult with the MBU of such a class to determine the optimum class size.

#### 22-2

#### Maximum Class Size

- A. By September 7 of each year, no regular classroom teacher in an elementary school shall be assigned more than the number of students for each grade listed except as provided in 22-2-B and 22-8 below.
 

K	=	26
1-3	=	29
4-6	=	30
Combination	=	27
Multi-Age Classes	=	27
- B. Class size maximums in an elementary school may be exceeded by up to three (3) students when there is no additional classroom space in the school or if all classes at a grade level are at maximum and no reasonable combination class can be formed and exceeding the class size limit will eliminate the need to hire an additional teacher. Assignment of students that exceed the class size maximum shall be made by the principal after consideration of volunteers. Exceeding the class size limit is permissible only if the District consults with the Association prior to exceeding.

#### 22-3

#### Combination Classes

- A. Kindergarten classes shall be exempt from becoming combination classes.
- B. A bilingual combination class may only be formed in circumstances where there are no qualified bilingual teachers available. No bilingual combination class shall be formed without the written approval of the teacher.
- C. Teaching assignments for combination classes shall be made by the principal after consideration of volunteers. The assignments shall be distributed equitably.

#### 22-4

#### Multi-Age Classes

Assignments to multi-age classes shall be on a voluntary basis.

#### 22-5

#### Mainstreamed Students

- A. Mainstreamed students that are mainstreamed for any period of time shall be counted as full time students in both the regular classroom and the exceptional education classroom.
- B.
  1. One elementary student mainstreamed under either of the following conditions shall not be counted as a full-time student in the regular classroom:
    - a. Mainstreamed for thirty (30) minutes a day or less; or



- b. Mainstreamed for one (1) hour or less per week.
- 2. Only one such student will be mainstreamed under one of the above conditions in any one classroom.
- C. No student will be mainstreamed prior to a conference between the sending and receiving teacher. The administrator may attend the conference, when appropriate.

22-6

**Maximum Class Sizes for Exceptional Education Classes**

- A. By October 7, Exceptional Education teachers shall not be assigned more than the following number of students for each year:
 

Mild Mental Retardation Self-Contained	17
Emotional Disability Self-Contained	12
Hearing Impairment Self-Contained	12
Specific Learning Disability Self-Contained	15
Multiple Disability Self-Contained	10
Severe Mental Retardation Self-Contained	10
Orthopedic Impairment Self-Contained	12
Moderate Mental Retardation Self-Contained	10
Cross Categorical Service (CCS)	17
Cross Categorical Service Bilingual (CCS/B)	17
Cross Categorical Bilingual Self-Contained (CCB)	15
Cross Categorical Primary/Intermediate	12
Resource (SLD/MIMR/OI/ED/OHI/TBI)	22
Hearing Impairment Resource	14
Speech/Language Impairment Resource	57
Visual Impairment Resource	17
Occupational Therapy Resource	57
Physical Therapy Resource	57
- B. Exceptional Education resource caseloads may be exceeded by up to two (2) students.
- C. High School Exceptional Education students' classes shall be determined at the IEP conference which shall include the department chairperson, the exceptional education teacher and the parent.
- D. When combining two specific categories as listed in 22-6, with the exception of cross categorical and resource classrooms, the staffing will be 80% of the highest class ratio.

22-7

- A. **Students With a 504 Accommodation Plan**  
MBUs shall be notified in writing by the site administrator/designee of student(s) assigned to them who have been identified as students with 504 accommodation plans. Notification shall occur within five (5) days of assignment.
- B. Every effort will be made to equitably distribute students with 504 accommodation plans among all MBUs within the appropriate grade and/or subject area.

22-8

**Teacher Assistant Entitlement**

- A. Four (4) hours of teacher assistant time per day are provided immediately upon exceeding the class size by one (1), as defined in 22-2-A.
- B. Teachers of combination classes in elementary schools Grades 1 through 6 shall be provided two (2) hours of assistant time per day when the class exceeds 24 students.
- C. Two (2) hours of assistant time per day shall be provided when Exceptional Education resource caseloads (as defined in 22-6-A) are exceeded by one student.
- D. All bilingual classes will be provided with at least two (2) hours of assistant time per day.
- E. In an elementary school, two hours of teacher assistant time shall be provided immediately when a bilingual combination class is created.
- F. All MBUs entitled to teacher assistant time shall receive two (2) extra days of teacher assistant time in addition to the teaching days. The extra days shall be taken on the preparation days or the first three (3) grading days.
- G. Teacher assistant time provided in A-F above is in addition to any other teacher assistant time.

**ARTICLE TWENTY-THREE**

**MIDDLE SCHOOL/HIGH SCHOOL STAFFING**

23-1

**Teacher Load**

- A. By September 7 of each year, the student load per full-time teacher shall be as follows:
  - 1. 158 for all middle school and high school classes except vocal music, band, orchestra, and any class of less than fifteen (15) minutes duration;
  - 2. 175 for middle school and high school PE classes; and
  - 3. For less than full-time-teachers, the student load shall be proportional to the teacher's contract.
- B. The September 7 deadline may be exceeded by up to ten (10) days in those situations in high schools where the additional time is required to verify accurate District enrollment figures. TEA will be notified in writing prior to any extension. This extension will also apply to Articles 8-4-A and 8-4-E.

23-2

**Class Size**

By September 7 of each year, individual class sizes for both middle and high school teachers shall not exceed 35 with the exception of vocal music, band, and orchestra.

23-3

**Exceeding Student Load/Class Size**

- Class size and student load maximums may be exceeded
- A. with the permission of the teacher, or

- B. the student load per teacher may be exceeded by no more than three (3) students if the following conditions are met in this order:
1. Prior to exceeding, the District consults with the Association;
  2. Any assignment of students that exceeds the student load limit shall be made only after consideration of volunteers;
  3. Exceeding the student load limit will eliminate the need to hire another teacher, or eliminate the folding of in-place remedial, advanced or elective classes.

#### ARTICLE TWENTY-FOUR

##### SEPARATION BENEFITS

###### 24-1 Sick Leave Prior to 06/30/91

- A. After twenty (20) consecutive years of full-time service in the Tucson Unified School District, a MBU may receive the benefits of Article 24-1 by making written application to the District's Executive Director of Human Resources on or before November 25 for MBUs separating at end of the semester, or January 31 if the MBU separates at end of a school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time service pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to twenty (20) years of full-time service.

The notice may be withdrawn until and including the first Monday in March after the application is made. In the event state legislation concerning separation is changed in such a way as to allow MBUs benefits unavailable before the change, the date for application for separation shall be reopened for a period of fifteen (15) days following the enactment of the legislation.

- B. The District shall provide pay for unused sick leave accrued before June 30, 1991, and not used before date of separation, according to the following rate of pay: Rate of pay shall be the base salary daily rate of pay as found under the MBU's educational qualifications on Step One of the salary schedule for 1994-95. Rate of pay shall be multiplied by the number of sick leave days accumulated prior to June 30, 1991. Payment shall be included in the last payroll in that fiscal year or the first payroll of the following fiscal year, at the District's option. All legally required deductions will be taken from the incentive payment, including the employee's contribution to the State Retirement fund, if any. Sick leave used subsequent to July 1, 1991, will be deducted from sick leave accumulated after July 1, 1991, unless that accumulation has been depleted.
- C. If after twenty (20) consecutive years of full-time service in the Tucson Unified School District, a MBU dies, the benefits described in 24-1-B will be paid to the estate of the deceased.
- D. A MBU shall receive the separation benefits contained in Article 24-1 and 24-2 if the effective date of the separation is at the end of a semester or at the end of a school year. Exceptions to this provision may be granted to applicants who are forced to separate because of emergency.

###### 24-2 Sick Leave Subsequent to 06/30/91

Upon separation, MBUs with at least fifteen (15) consecutive years of full-time service in TUSD are eligible to request and receive pay for ninety percent (90%) of the days of unused sick leave accumulated subsequent to July 1, 1991. This request will be through written application to the District's Executive Director of Human Resources on or before November 25 for MBUs separating at the end of the semester, or January 31 for MBUs separating at the end of the school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time service pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to fifteen (15) years of full-time service. The rate of pay will be the daily substitute rate at the time of separation.

###### 24-3 No Vested Rights

MBUs who do not serve notice of separation as provided in Article 24-1-A during the term of this Agreement shall gain no vested rights through or under this Article.

###### 24-4 Those benefits contained in 24-1 and 24-2 are only available to those MBUs who voluntarily separate from the District.

###### 24-5 Right to Reopen

Based on official action by the Board of Directors of TEA or the Governing Board of TUSD and upon written notice of said action, either party reserves the right to reopen negotiations of Article 24, or any part thereof, under circumstances where the District or the Association deem it necessary to do so to facilitate the assertion of a legal position.

#### ARTICLE TWENTY-FIVE

##### LEAVES OF ABSENCE WITH PAY

###### 25-1 Sick Leave/Personal Leave

- A. 1. MBUs shall be credited with a total of twelve (12) days of sick leave at the beginning of a school year. For MBUs on extended contract, leave shall be increased according to the additional percentage of the school year worked. For part-time MBUs, leave shall be prorated according to the percentage of the school year worked based on a 7.5 hour day.
2. Sick leave shall be accumulated without limit.
  3. MBUs shall receive written notification of their total accumulated sick leave within thirty (30) days after the opening of each school year.
  4. When on authorized sick leave, no MBU shall suffer loss of leave time or salary and benefits during calendared holidays.
  5. For bona fide reasons, the District may require a doctor's excuse after three (3) consecutive days of absence on sick leave.
- B. 1. Seven of each MBU's 12 days of annually credited sick leave may be used for the MBU's personal leave. Any of these days not used by a MBU during the school year will revert to the MBU's accumulated sick leave. Personal leave days may not be taken on the day immediately prior to or after a holiday, or vacation. A MBU planning to use a personal leave day or days shall notify his or her principal at least one (1) day in advance, except in

cases of emergency. For part-time MBUs or MBUs on extended contract, personal leave is prorated according to the percentage of the school year worked. Any so-called "job-action" against the District is not a valid reason for personal leave.

2. MBUs may choose to take up to one (1) additional personal leave day per year provided that the MBU reimburses the District the daily substitute rate. The one (1) additional personal leave day may not accumulate. This day is in addition to the seven (7) days specified in Article 25-1-B-1.

**25-2 Family Illness**

Sick leave may be used by a MBU in the event of a family illness requiring his/her presence. For bona fide reasons, after two (2) consecutive days absence on sick leave the District may require a doctor's statement.

**25-3 Bereavement Leave**

Five (5) days of bereavement leave, plus necessary travel time, exclusive of weekends, shall be granted for death in the family. These days shall be charged to sick leave.

**25-4 Religious Leave**

MBUs may use personal leave for absenteeism for days of religious observation when the need for religious leave is documented. When a religious observation day occurs before or after a holiday or vacation, MBUs shall not be docked if personal leave balances are available.

**25-5 Holiday Pay**

MBUs shall suffer no loss of leave time or salary and benefits during calendared holidays, provided they were on pay status during any portion of their regular work day immediately preceding or succeeding the holiday.

**25-6 Special Bereavement Leave**

In the event of the death of a student, at least one faculty member shall be permitted to attend the funeral without loss of leave time or compensation. In the event of death of a faculty member, close friends shall be permitted to attend the funeral without loss of leave time or compensation. Furthermore, in the event of death of a faculty member, members of the same department and/or grade level within the building shall be permitted to attend the funeral without loss of leave time or compensation.

**25-7 Emergency Leave**

Emergency leave without reduction of pay or leave shall be granted to MBUs who are unable to avoid tardiness or absence due to weather, flood, fire, or other so-called "Acts of God."

**25-8 Judicial Leave**

- A. MBUs subpoenaed for jury duty or as a witness shall not suffer loss of earnings as a result of such service. An employee may choose: 1) to keep his/her jury duty or witness pay and have his/her pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the employee's daily rate, he/she may use a personal leave day or be docked at his/her daily rate instead of using a jury code for those days.

- B. Employees subpoenaed for jury duty or as a witness shall submit a copy of the jury summons or subpoena to his/her immediate supervisor and inform the supervisor of his/her choice regarding jury duty pay. Absence forms shall be submitted in the pay period while serving as a juror or as a witness. No receipt need be submitted with the absence sheet if the employee chooses to take a pay dock or a personal leave day.

- C. Absences due to litigation (when a MBU is either a plaintiff or a defendant) must be charged to personal leave or personal business in accord with Article 26-3, and may be taken before or after a holiday or vacation.

**25-9 Military Service**

- A. A MBU shall receive pay for all days during which he/she is employed in training duty under orders with any branch of the armed forces for a period not to exceed thirty days in any two consecutive years. For purposes of this section only, the term "year" means the fiscal year of the U.S. government. (ARS-38-610).

- B. Induction into the military for an extended period of time shall not be at District expense; however, upon return, he/she shall be placed in his/her former or comparable position, in accordance with ARS 38-298, as amended 1964.

**25-10 Absence Due to On-the-Job Injury**

- A. In the event of absence due to on-the-job injury, the District shall pay, while accumulated sick leave lasts, the necessary amount above the monies received by the MBU from the Industrial Commission to provide for 100% income. Accumulated sick leave shall be utilized at the same percentage as the salary payments contributed by the District.

- B. When sick leave is exhausted, the MBU will be placed on an unpaid leave of absence pending release to return to work.

- C. Within four (4) weeks of return to work, a MBU may make arrangements with payroll to buy back sick leave used for an on-the-job injury.

**25-11 Sabbatical Leave**

- A. Any MBU entitled to a sabbatical under the State laws of Arizona may be granted a sabbatical leave for professional study or research which benefits the school program and pupils of the District.

- B. Any MBU who shall have completed seven (7) consecutive full years of satisfactory service immediately prior to the time the sabbatical leave is to commence, and who has not previously been granted a sabbatical leave of absence in the Tucson Unified School District is eligible to apply.

A MBU may be considered for a sabbatical leave even though a leave may have been granted within the last three (3) years.

- C. Applicants shall submit their proposed sabbatical program for the following school year to the sabbatical committee prior to winter vacation. Applicants shall be notified by the office of the Superintendent of the status of their application by February 15.

- D. Sabbatical leaves may be granted by the Governing Board for any period of time, but not to exceed two (2) consecutive full semesters.

Compensation for a MBU on sabbatical leave shall be paid one-half (1/2) of the salary and fringes to which he/she is entitled by experience and education, extra assignment pay excluded.

- E. A MBU on sabbatical leave shall be considered to be in the employ of the District and shall have a contract.

- F. A MBU granted sabbatical leave must return to the District not later than one year after commencement of the sabbatical leave for renewal of employment for at least one year. If he/she chooses not to return, he/she shall be required to refund the amount of compensation received from the District during the sabbatical leave period.

If leave is granted, all rights of tenure, retirement, accrued leave with pay, salary increments, seniority and benefits provided by law shall be preserved and available to the applicant after the termination of the sabbatical leave period.

- G. A sabbatical committee shall be comprised of seven (7) members, one of whom will be a representative from the Human Resources Department (who will act as chairperson) and six (6) members who will be mutually selected by the District and the Association. If the District and Association cannot reach agreement on the committee members by November 1, each party will select three (3) members. The committee shall use the following criteria when reviewing the applications:

1. Merit of the applicant's proposed program;
2. Applicant's length of service in the District;
3. Distribution from the areas of elementary, middle school and secondary.

- H. The number of sabbatical leaves granted in any one school year shall be determined by the Board. The sabbatical committee shall make the final recommendations for selection from the list of applicants. These recommendations along with the Superintendent's recommendations, shall be submitted to the Governing Board for consideration. For the 1998-2000 school years, the Governing Board will not consider requests for sabbatical leave.

- I. Any change in an approved sabbatical plan must be approved in advance by the Exec. Director of Human Resources.

25-12

#### Released Time

- A. Released time without loss of pay may be granted for MBUs to attend a District approved specific conference or convention subject to availability of funds. First

consideration shall be given to MBUs on the program or holding office. Substitutes shall be provided for those MBUs granted released time.

- B. 1. Released time forms requiring Board approval must be submitted to the immediate supervisor at least four (4) weeks prior to the scheduled date of the released time.
2. Released time forms not requiring Board approval must be submitted to the immediate supervisor at least seven (7) days prior to the scheduled date of the released time.
3. In cases of emergency, released time may be granted when the requests do not comply with the specified timelines.

25-13

#### Exchange Teaching

A one-year (1) leave of absence, with pay, may be granted to a teacher who qualifies for an exchange position.

25-14

#### Medical Leave Assistance Program

- A. MBUs who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Executive Director of Human Resources asking to receive donations of sick leave from other MBUs. Serious illness or injury is defined as a "non work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
- B. The donor MBU may donate a maximum of five (5) sick leave days for every thirty (30) or more days of accumulated sick leave. The donor MBU will designate the donation in the name of the MBU to receive the donation.
- C. The MBU recipient will be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the MBU only if needed. If not needed, days in excess of one week beyond the original amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor MBU, will be donated.
- D. No MBU shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term disability coverage.

#### ARTICLE TWENTY-SIX

##### UNPAID LEAVES OF ABSENCE

26-1

- A. 1. The Board may grant a leave of absence to MBUs not to exceed one (1) year for the purpose of: professional study, travel, training programs, child care, health, military service, participation in Association activities (whether local, state or national), and/or to campaign or serve in public office. All requests for such leaves of absence shall be submitted to the District by January 31. Only emergency requests will be considered after January 31.
2. MBUs may be granted consecutive leaves.

- B. Requests for medical leave shall be accompanied by a doctor's verification of the illness or disability and a projected date for return to work.
- C. Upon granting the authorized absence, all rights of tenure, seniority, retirement, accrued leave with pay and other benefits shall be preserved and available to the applicant after the termination of the leave, provided they were earned prior to the leave.
- D. MBUs on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which he/she is enrolled, provided the MBU notifies the District of his/her desire to continue, and pays the premiums for the insurance and other benefits at the MBU's expense.
- E. No leave of absence denial shall be arbitrary, capricious or without basis in fact.

**26-2 Extended Medical Leave (Does not apply to on the job injury.)**

When a MBU has exhausted his/her sick leave days and is medically unable to return to work, he/she shall be allowed up to thirty (30) consecutive days on an off-pay status, with a doctor's excuse. During this off-pay status, the District will continue to pay premiums on its portion of District-sponsored insurance plans in which the MBU was enrolled at the beginning of his/her off-duty pay status. At the end of this period, he/she must return to work (pending a medical release), or go on an unpaid leave of absence.

**26-3 Personal Business**

Leaves for personal business may be granted; however, it shall be with loss of pay and shall not exceed thirty (30) days. At the end of this period he/she must go on an unpaid leave of absence or return to work.

**26-4 Public Office Leave**

MBUs elected to public office shall be granted released time with loss of pay when the duties of public office conflict with the MBU's regular assignment.

**26-5 Family and Medical Leave**

- A. A MBU who, at the time leave is effective, has been employed full-time in the District for one year, shall be allowed up to 12 weeks of unpaid leave for the following reasons:
  - 1) birth of a child and first year of child care
  - 2) adoption or foster placement of a child
  - 3) illness of the MBU, spouse, parent or child.
- B. During this unpaid leave, the District will continue to pay premiums on its portion of District-sponsored medical insurance in which the MBU was enrolled at the beginning of the leave.
- C. Requests for Family Leave shall be accompanied by the appropriate documentation.
- D. 26-2 (Extended Medical Leave) and 26-5 (Family Leave) may not be used in conjunction with each other.

**ARTICLE TWENTY-SEVEN**

**HEALTH EXAMINATION**

**27-1**

When the District determines that a MBU's health condition (mental or physical) may be impairing his/her job performance, the immediate supervisor, site administrator, or Regional Assistant Superintendent, with the concurrence of the Human Resources Department may, with just cause, direct the MBU to have a health examination at District expense. The MBU will be given a copy of the directive which will state the reason(s) for such examination. Following the examination, results will be sent by the Human Resources Department to the MBU and immediate supervisor. All communication which results from the implementation of this Article shall be handled in a confidential manner.

**ARTICLE TWENTY-EIGHT**

**FRINGE BENEFITS**

**28-1**

**Amount and Type**

- A. The District shall provide each full-time MBU with the option of participating in the insurance programs as specified in Article 28-2. For each eligible full-time MBU who elects coverage, the District shall pay up to \$1,587 of the premiums for District-sponsored insurance programs of the MBU's choice. Should the MBU not choose to participate in said medical insurance, the District shall provide a dollar amount equal to the above for the MBU to select other insurance programs listed in this Article.
- B. For eligible part-time MBUs, fringe benefits shall be prorated according to the percentage of the school year worked.
- C. All full-time MBUs shall be provided with a \$10,000 term life insurance policy at District expense. MBUs shall have the option of purchasing additional term life insurance from the amount allocated in Article 28-1-A above or at the employee's expense.

**28-2**

**Types of Insurance**

The District shall provide the following insurance programs from which a MBU may choose:

- A. Health Maintenance Organization or
- B. Indemnity Medical Insurance, if available as a Board adopted plan;
- C. Dental Insurance;
- D. Income Protection Insurance;
- E. Coverage for spouse and/or dependent children in items A, B, and C above;
- F. Supplemental Life Insurance;
- G. Vision.

**28-3**

**Insurance Committee**

Any future changes in the District's medical and health insurance program will be recommended by an insurance committee. This committee shall consist of eleven (11) members, five (5) appointed by the Association, and six (6) appointed by the District.

- 28-4 Payroll Deduction**  
Payroll deduction shall be made available upon request to any MBU for any of the following:  
A. District approved benefits;  
B. California Casualty Automobile and Home Insurance;  
C. Direct deposit to District-approved banking institutions.
- 28-5 Health Insurance Benefit Retention**  
MBUs on unpaid leave may retain their insurance benefits by paying the premiums personally.
- 28-6 Open Enrollment**  
During an open enrollment period, MBUs shall have the opportunity to select his/her health insurance carrier plan and coverage. Any open enrollment period shall occur between the dates of September and June, and shall be at least thirty (30) calendar days in duration. A MBU may discontinue participation in any portion of the insurance program at any time, subject to the provisions of the insurance carrier.
- 28-7 Newly Eligible Employees**  
A newly eligible employee shall be provided at least thirty (30) calendar days to select his/her insurance programs. If he/she declines to participate in any District insurance programs, he/she shall so indicate the refusal on the enrollment form.

## ARTICLE TWENTY-NINE

### EXTRA DUTY PAY SCHEDULE

- 29-1 High School**
- A. The pay for extra duty will be distributed equally over the period of the assignment.
- B. If during the course of the extra duty assignment the activity is discontinued, the obligation to continue the stipend shall cease.
- C. Extra Duty assignments are not issued pursuant to the Arizona tenure law. However, termination of an extra duty assignment shall be in accordance with District policies and the terms of the Consensus Agreement.
1. All duties of the extra duty assignment shall be performed for the duration of the assignment.
2. These duties and the consideration for them set forth below, are separate and distinct from any other contractual obligations between MBU and District, and are in addition to those other duties.
- D. 1. Any MBU performing any of the following extra duties shall be paid the salary listed below. If more than one MBU at a site performs any of the listed extra duties, each person shall be paid the salary listed below. No person will perform any of the extra duty assignments without his/her consent and the written consent of the site administrator.
2. The stipend for extra duty is determined by multiplying the index by the MBU's placement level salary found on the extra duty schedule (29-6). In

no event will the placement level salary be less than the salary used to calculate the MBU's extra duty pay the previous year.

E. EXTRA DUTY	INDEX
<u>Sports</u>	
Basketball	.13
Football	.13
Baseball	.11
Softball	.11
Track	.11
Wrestling	.11
Soccer	.11
Spirit Line	.09
Volleyball	.11
Swimming	.10
Tennis	.10
Cross Country (boys/girls)	.10
Golf	.10
Assistant Coach	.09

None of the above shall be provided as a regularly scheduled class during the school day.

F. EXTRA DUTY	INDEX
<u>Service</u>	
Manager of Interscholastic Activities	.15
Department Chairperson (66+)	.10
Department Chairperson (31-65 classes)	.08
Intramural (full-time)	.11
Student Council	.07
Newspaper	.07
Yearbook	.07
Department Chairperson (16-30 classes)	.07
Debate/Speech	.06
Head Librarian	.05
Department Chairperson (10-15 classes)	.05
Class Sponsor	.04

G. All high school department chairs shall be granted either one period to conduct departmental business or the stipend pay listed above. All high school newspaper and yearbook sponsors shall be provided a regularly scheduled class for each extra duty assignment. Managers of Interscholastic Activities will either be relieved of teaching duties for one period a day to conduct interscholastic activities or receive the stipend pay listed above.

H. Fine Arts	
Band/Drill	.09
Dramatics	.07
Dance	.05

Orchestra	.05
Vocal Music	.05

- I. All Fine Arts teachers shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra curricular extra duty activities beyond the normal working day.

- J. Travel  
District Required Travel 20.5 cents per mile or no less than any other District employee.

District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.

- K. Student Supervision  
Any MBU who volunteers to perform the following extra duties shall be paid as listed below:
- |  |                    |
|--|--------------------|
| 1. Loss of planning period                         | \$20.00 per period |
| 2. Student supervision outside the normal work day | \$10.00 per hour   |
| 3. Behind-the-Wheel driver training                | \$10.00 per hour   |
| 4. Lunch Room Duty                                 | \$10.00 per hour   |
| 5. Bus Duty  | \$10.00 per hour   |
| 6. Playground Supervision                          | \$10.00 per hour   |

- L. Acting Administrators in Schools and Alternative Programs  
Acting administrators (teachers) are to receive their regular teacher's salary, a substitute if acting for the building administrator for one-half (1/2) day or more, plus up to five (5) compensatory days time for time served in this capacity.

- M. MBUs who volunteer to teach an additional class beyond their regular assignment shall be compensated at their hourly rate, based on the MBU's per diem for each day the MBU teaches the additional class.

29-2

**Middle School**

- A. The pay for extra duty will be distributed equally over the period of the assignment.
- B. If during the course of the extra duty assignment the activity is discontinued, the obligation to continue the stipend shall cease.
- C. Extra Duty assignments are not issued pursuant to the Arizona tenure law. However, termination of an extra duty assignment shall be in accordance with District policies and the terms of the Consensus Agreement.
1. all duties of the extra duty assignment shall be performed for the duration of the assignment.

2. These duties and the consideration for them set forth below, are separate and distinct from any other contractual obligations between MBU and District, and are in addition to those other duties.

- D. 1. Any MBU performing any of the following extra duties shall be paid the salary listed below. If more than one MBU at a site performs any of the listed extra duties, each person shall be paid the salary listed below. No person will perform any of the extra duty assignments without his/her consent and the written consent of the site administrator.
2. The stipend for extra duty is determined by multiplying the index by the MBU's placement level salary found on the extra duty schedule (29-6). In no event will the placement level salary be less than the salary used to calculate the MBU's extra duty pay the previous year.

E. EXTRA DUTY	INDEX
<u>Sports</u>	
Basketball	.045
Intramural (full-time)	.06
Track	.045
Volleyball	.045
Soccer	.045

F. <u>Service</u>	
Student Council	.04
Audio Visual	.04
Songleader/Cheerleader	.03
Newspaper	.03
Yearbook	.03

G. <u>Fine Arts</u>	
Vocal Music	.03
Band	.03
Orchestra	.03
Drama	.03

- H. All Fine Arts teachers shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra curricular extra duty activities beyond the normal working day.

- I. Travel  
District Required Travel 20.5 cents per mile or no less than any other District employee.

District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.



**J. Student Supervision**

Any MBU who volunteers to perform the following extra duties shall be paid as listed below:

- |  |                    |
|--|--------------------|
| 1. Loss of planning period                         | \$20.00 per period |
| 2. Student supervision outside the normal work day | \$10.00 per hour   |
| 3. Lunch Room Duty                                 | \$10.00 per hour   |
| 4. Bus Duty  | \$10.00 per hour   |
| 5. Playground Supervision                          | \$10.00 per hour   |

**K. Acting Administrators in Schools and Alternative Programs**

Acting administrators (teachers) are to receive their regular teacher's salary, a substitute if acting for the building administrator for one-half (1/2) day or more, plus up to five (5) compensatory days time for time served in this capacity.

- L.** MBUs who volunteer to teach an additional class beyond their regular assignment shall be compensated at their hourly rate, based on the MBU's per diem for each day the MBU teaches the additional class.

**29-3 Elementary School**

- A.** Any MBU performing the following extra duties shall be paid the rate listed below for the number of hours that the site principal determines are available and necessary for the extra duty to be accomplished. If more than one MBU at a site performs any of the listed extra duties, each person shall be paid the salary listed below. No person will perform any of the extra duty assignments without his/her consent and the written consent of the site administrator.

Safety Patrol	\$13.00/hour
Vocal Music	\$13.00/hour
Student Council	\$13.00/hour

**B. Travel**

District Required Travel 20.5 cents per mile or no less than any other District employee

District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.

**C. Student Supervision**

Any MBU who volunteers for or is assigned to perform the following supervisory duties shall be paid as listed below:

- |  |                    |
|--|--------------------|
| 1. Loss of planning period                         | \$20.00 per period |
| 2. Student supervision outside the normal work day | \$10.00 per hour   |
| 3. Lunch Room Duty                                 | \$10.00 per hour   |
| 4. Bus Duty  | \$10.00 per hour   |
| 5. Playground Supervision                          | \$10.00 per hour   |

A MBU will be "assigned" to supervisory duties only in the event of an emergency when there is no monitor available to perform the duties and no MBU volunteers.

**D. Acting Administrators**

Acting administrators (teachers) are to receive their regular teacher's salary, a substitute if acting for the building administrator for one-half (1/2) day or more, plus up to five (5) compensatory days time for time served in this capacity.

**29-4**

**Special Olympics**

- A.** Each exceptional education school will have one coordinator/coach for Special Olympics to be paid .05.

- B.** Each exceptional education school may have one assistant coordinator/coach for Special Olympics to be paid .035.

**29-5**

**Non-Renewal/Dismissal**

No MBU shall be non-renewed or dismissed from an extra duty position without just cause for those extra duties listed in 29-1-E, F, and H; 29-2-E, F and G; and 29-4-A and B.



29-6 Extra Duty Salary Schedule

- A. MBUs on placement levels beyond those listed below will be paid according to the maximum level of the appropriate Extra Duty schedule.

EXTRA DUTY  
SCHEDULE A

Level	BA Extra Duty
1	20,900
1.5	20,900
2	21,727
2.5	22,270
3	22,827
3.5	23,398
4	23,983
4.5	24,279
5	24,583
5.5	25,197
6	26,146
6.5	26,800
7	27,470
7.5	28,157
8	28,861
8.5	29,953
9	30,702
9.5	31,081
10	31,858
10.5	32,654
11	33,470
11.5	33,889
12	34,307

EXTRA DUTY  
SCHEDULE B

Level	MA or PhD Extra Duty
1	21,727
1.5	22,545
2	22,827
2.5	23,109
3	23,983
3.5	24,583
4	25,197
4.5	26,146
5	26,800
5.5	27,470
6	28,157
6.5	28,861
7	29,953
7.5	30,702
8	31,081
8.5	31,400
9	31,858
9.5	32,654
10	33,470
10.5	33,889
11	34,307

ARTICLE THIRTY

SALARY

30-1

Salaries

- A. The salary schedule for the 1998-1999 school year shall be as specified in Article 30-9-A, B, and C.

30-2

Schedule Placement - Newly Employed MBUs

- A. Newly employed MBUs will be placed on the appropriate salary schedule according to their degree earned from an accredited college and/or university.
- B. Newly employed MBUs shall be given credit on the salary schedule for each full year of full-time previous experience. Two years of experience is the equivalent of one full level on the salary schedule. Acceptable experience is limited to that gained within the last ten (10) years. Experience prior to earning a Bachelor's Degree and certification shall not be credited to an employee for salary purposes.
- C. Newly employed speech pathologists, occupational and physical therapists will be given credit on the salary schedule for each full year of full-time previous experience. One year of experience is the equivalent of one level on the salary schedule. Acceptable experience is limited to that gained within the last ten (10) years.
- D. 1) Newly employed MBUs shall be given credit for teaching experience in the Peace Corps, overseas, in private and public schools, and in accredited junior colleges or universities.  
2) Vocational teachers with degrees shall also be allowed credit for approved work experience in their teaching fields.  
3) Social workers shall receive credit for experience gained prior to meeting minimum certification requirements (Master's Degree) but subsequent to receipt of Bachelor's Degree.  
4) Psychologists shall receive credit for experience as psychologists.  
5) Experience credit for noncertified MBUs must be subsequent to the MBU's holding the appropriate credentials for the position.
- E. TUSD reserves the right to evaluate previous teaching and work experience.
- F. MBUs employed after July 1, 1996 are not eligible to move beyond B-10 on Schedule A (BA).

30-3

A. Salary Level Advancement

- 1) Effective July 1, 1998, and for each subsequent year:
- MBUs will move in the appropriate salary column subject to c) below.
  - MBUs on levels B-13, M-16 or P-16 will move to career teacher level A.
  - MBUs employed prior to the first day of the second semester shall advance one full level. MBUs employed between the first day of the

second semester and the first day of the fourth quarter inclusive shall advance one half level.

- 2) MBUs initially placed on B-1 to B-6.5 are not eligible to advance beyond B-10 on Schedule A (BA).
- 3) MBUs on the MA or Ph.D. schedules will continue to move to salary levels (A, B, C, D, and E), provided they have obtained three credit hours of professional development during the previous fifteen months.

**B. Degree Advancement**

1. MBUs completing requirements for a MA degree or a Ph.D. must submit transcripts reflecting the awarding of said degree no later than November 1 of each school year following the issuance of the degree. Requirements for said degree must be completed prior to the start of the contract year.
2. Compensation, as defined in 30-3-B-3-A) and B) below, will be adjusted retroactively to the first contract day of the school year. District established criteria for occupational therapists/physical therapists will allow them to advance to the MA schedule under the provisions of this section upon meeting the criteria.
3.
  - a) MBUs advancing to the MA schedule will move to the MA schedule on the salary level that is at least \$2,000 above the salary they would have obtained on the BA schedule.
  - b) MBUs advancing to the Ph.D./Ed.D. schedule will move to the same level on the Ph.D. schedule they would have obtained on the MA schedule.

**C. Professional Development**

Refer to Article 19-3-C for specific provisions of the professional development program.

30-4 Contracts reflecting salary changes for degree advancement and/or professional development shall be up-dated and re-issued to MBUs by October 15 or within thirty (30) days of submission to the District, whichever is later.

**30-5 Longevity Bonus**

Length of service shall be recognized by adding to the MBU's salary the following appropriate bonus, retroactive to the first contract date of the school year in which MBU is eligible:

Years of Service	Amount
21-30	\$350.00
31 or more	\$700.00

30-6

**Pay Plan Procedure**

- A. MBUs not working in a "year round" program have the option of selecting one (1) of three (3) pay plans:
  1. Every other Friday during the school year -- twenty (20) equal checks.
  2. Twenty-six (26) equal amounts--twenty (20) to be paid every other Friday during the school year and the remainder paid in a lump sum on the normal bi-weekly payday of the pay period encompassing the last day of school. This option is only available to the MBUs employed as of the first contract date of the school year.
  3. Twenty-six (26) equal checks to be paid every other Friday. During summer vacation checks are to be mailed to the MBU's summer address. This option is only available to MBUs employed as of the first contract date of the school year.
- B. MBUS working in a "year round" program have the option of selecting one of the following plans:
  1. Twenty-six (26) equal checks to be paid every other Friday. During summer vacation checks are to be mailed to the MBU's summer address.
  2. Twenty-six equal amounts - twenty-three to be paid every other Friday during the school year, and the remainder to be paid in a lump sum on the normal bi-weekly pay day of the pay period encompassing the last day of school.

30-7

**Extended Contracts**

- A. In the event the number of days in a MBU's contract is extended, that MBU shall be paid at the daily rate of 1/202 his/her scheduled salary per additional day. MBUs on an extended contract shall receive all holidays and benefits received by MBUs during the school year.
- B. All counselors shall have five (5) additional days added to their school year. These days shall be applied toward five (5) days compensatory time during the regular school year.

30-8

**Partial Contracts**

MBUs employed less than full time shall be paid pro rata salary and benefits. Part-time classroom MBUs shall be paid salary and benefits in accordance with the number of classes taught (1/5, 2/5, 1/2, 3/5 or 4/5). Non-classroom part-time teachers shall be paid salary and benefits in accordance with the proration of the normal work day employed.

30-9

- A. B.A. Salary Schedule
- B. M.A./M.Ed Salary Schedule
- C. Ph.D./Ed.D. Salary Schedule

### SCHEDULE A

B-1	22,185
B-1.5	22,440
B-2	22,950
B-2.5	23,460
B-3	23,970
B-3.5	24,480
B-4	24,990
B-4.5	25,500
B-5	26,010
B-5.5	26,520
B-6	27,285
B-6.5	28,050
B-7	28,815
B-7.5	29,580
B-8	30,345
B-8.5	31,110
B-9	31,875
B-9.5	32,385
B-10	33,405
B-10.5	33,915
B-11	34,935
B-11.5	35,445
B-12	36,210
B-12.5	36,720
B-13	37,485

### BA Career Teacher

	PD
38,250	38,750

### SCHEDULE B

M-1	24,990
M-1.5	25,500
M-2	26,010
M-2.5	26,520
M-3	27,285
M-3.5	28,050
M-4	28,815
M-4.5	29,580
M-5	30,345
M-5.5	31,110
M-6	31,875
M-6.5	32,640
M-7	33,405
M-7.5	34,170
M-8	34,680
M-8.5	35,190
M-9	35,700
M-9.5	36,465
M-10	37,230
M-10.5	37,740
M-11	38,250
M-11.5	38,760
M-12	39,525
M-12.5	40,290
M-13	41,055
M-13.5	42,075
M-14	42,585
M-14.5	43,095
M-15	43,860
M-15.5	44,880
M-16	45,900

### M.A./M.Ed. Career Teacher

	PD
MA - A	46,920
MA - B	47,420
MA - C	47,920
MA - D	48,420
MA - E	48,920
	49,420

### SCHEDULE C

P-1	27,030
P-1.5	27,540
P-2	28,050
P-2.5	28,560
P-3	29,070
P-3.5	29,580
P-4	30,090
P-4.5	30,600
P-5	31,620
P-5.5	32,385
P-6	33,150
P-6.5	33,660
P-7	34,170
P-7.5	34,935
P-8	35,700
P-8.5	36,465
P-9	36,975
P-9.5	37,995
P-10	38,760
P-10.5	39,270
P-11	40,290
P-11.5	40,800
P-12	41,310
P-12.5	41,820
P-13	42,330
P-13.5	42,840
P-14	43,350
P-14.5	44,370
P-15	44,880
P-15.5	45,645
P-16	46,665

### Ph.D./Ed.D. Career Teacher

	PD
P - A	47,685
P - B	48,185
P - C	48,685
P - D	49,185
P - E	49,685
	50,185

## ARTICLE THIRTY-ONE

### NO REPRISALS

31-1

#### Board Reprisals

The Board hereby terminates with prejudice all legal and court actions against the TEA, AEA, or NEA associated with the strike against the District October 2-6, 1978. Neither the Board nor its supervisory employees shall engage in any reprisals against the TEA, AEA, NEA and persons involved in the controversy by reason of any strike action before October 8, 1978.

31-2

#### TEA Reprisals

By reason of any activity or event on or before October 8, 1978, there shall be no reprisals by the TEA, AEA, and NEA against TUSD of Pima County, AZ and/or any persons involved in the strike against the District October 2-6, 1978.

## ARTICLE THIRTY-TWO

### CONTRACTS

#### 32-1 Certificated Teacher Contracts

Each certificated teacher as defined by Arizona State Law employed by Tucson Unified School District shall be issued the following contract, with the exception of those MBUs defined in Article 1-38.

TUCSON UNIFIED SCHOOL DISTRICT  
Tucson, Arizona  
CONTRACT

\_\_\_\_\_ being appointed hereby to perform duties in a certificated position in the Tucson Unified School District for the school year, effective \_\_\_\_\_, and who holds or will hold a legal Arizona Certificate appropriate to the position, hereby agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools.

In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above named individual for the term of this contract at the rate of \$ \_\_\_\_\_ for \_\_\_\_\_ schedule, for placement level \_\_\_\_\_, including \$ \_\_\_\_\_ Longevity Bonus.

In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in the school calendar for that year. In case of employment after the school year has started, the remuneration for the balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.

I hereby accept this appointment subject to the provisions listed above. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

\_\_\_\_\_  
Teacher

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District,

Pima County, Arizona, held on: \_\_\_\_\_.

\_\_\_\_\_  
Superintendent of Schools

#### 32-2 Non-certificated Member of the Bargaining Unit Contract

Each member of this bargaining unit who is not a certificated teacher as defined by Arizona State law, shall be issued the following contract, with the exception of those defined in Article 1-38.

TUCSON UNIFIED SCHOOL DISTRICT  
Tucson, Arizona  
CONTRACT

\_\_\_\_\_, being appointed hereby to perform duties as a \_\_\_\_\_ in the Tucson Unified School District effective \_\_\_\_\_ and who holds or will hold a legal Arizona license appropriate to the position, hereby agrees to faithfully perform all duties assigned according to law and rules legally established for the government and operation of the schools.

In consideration of said services, satisfactorily performed, the Governing Board on behalf of the school district, agrees to pay the above named individual for the term of this contract at the rate of \$ \_\_\_\_\_ for \_\_\_\_\_ schedule, for placement level \_\_\_\_\_, including \$ \_\_\_\_\_ longevity.

In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in the school calendar for that year. In case of employment after the school year has started, the remuneration for the balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.

Employee and District agree that this Agreement does not come within and is not issued pursuant to the Arizona tenure law. However, termination of this contract shall be in accordance with District policies and the terms of the Consensus Agreement.

I hereby accept this appointment subject to the provisions listed above. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

\_\_\_\_\_  
Employee

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District, Pima County, Arizona, held on \_\_\_\_\_.

\_\_\_\_\_  
Superintendent of Schools

### 32-3 Temporary Contracts

- A. The District shall employ MBUs on a temporary contract if hired after December 16 for the 1998-1999 school year. For subsequent school years, the District shall employ MBUs on a temporary contract if hired after October 1.
- B. Temporary contract MBUs are hired for the remainder of the school year only. They are guaranteed neither employment, nor given the status of a MBU (for purposes of Article 7 and Article 8) for subsequent school years.
- C.
  - 1. Temporary Contract MBUs shall be placed on the salary schedule and shall receive all fringe benefits. Temporary contract MBUs re-employed shall receive a one (1) year experience credit for the year they are employed on a temporary contract, provided they were on contract for more than half of the school year.
  - 2. Temporary Contract MBUs re-employed on a regular contract shall have any unused personal/sick leave balances restored as sick leave.
- D. Temporary contract MBUs shall be considered members of the bargaining unit (MBUs) during the term of their contract, and are covered by the provisions of this Agreement.

### 32-4 Certificated Teacher Temporary Contracts

Each certificated teacher as defined by Arizona State Law employed by Tucson Unified School District, and as defined in Article 1-38 of the Consensus Agreement, shall be issued the following contract:

TUCSON UNIFIED SCHOOL DISTRICT  
Tucson, Arizona  
CONTRACT

\_\_\_\_\_ being appointed hereby to perform duties in a certificated position in the Tucson Unified School District for the school year, effective \_\_\_\_\_, and who holds or will hold a legal Arizona Certificate appropriate to the position, hereby agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools.

In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above named individual for the term of this contract at the rate of \$\_\_\_\_\_ for \_\_\_\_\_ schedule, for placement level \_\_\_\_\_, including \$\_\_\_\_\_ Longevity Bonus.

In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in the school calendar for that year. In case of employment after the school year has started, the remuneration for the balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.

The above named individual acknowledges that he/she is employed for the remainder of the school year only, and acknowledges that he/she is not entitled to have his/her contract renewed.

I hereby accept this appointment subject to the provisions listed above. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

\_\_\_\_\_  
Teacher

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District,

Pima County, Arizona, held on: \_\_\_\_\_

\_\_\_\_\_  
Superintendent of Schools

**32-5 Non-certificated Member of the Bargaining Unit**

**Temporary Contracts**

Each member of this bargaining unit who is not a certificated teacher as defined by Arizona State law, and as defined in Article 1-38 of the Consensus Agreement, shall be issued the following contract:

TUCSON UNIFIED SCHOOL DISTRICT  
Tucson, Arizona  
CONTRACT

\_\_\_\_\_, being appointed hereby to perform duties as a \_\_\_\_\_ in the Tucson Unified School District effective \_\_\_\_\_ and who holds or will hold a legal Arizona license appropriate to the position, hereby agrees to faithfully perform all duties assigned according to law and rules legally established for the government and operation of the schools.

In consideration of said services, satisfactorily performed, the Governing Board on behalf of the school district, agrees to pay the above named individual for the term of this contract at the rate of \$\_\_\_\_\_ for \_\_\_\_\_ schedule, for placement level \_\_\_\_\_, including \$\_\_\_\_\_ longevity.

In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in the school calendar for that year. In case of employment after the school year has started, the remuneration for the balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.

Employee and District agree that this Agreement does not come within and is not issued pursuant to the Arizona tenure law. However, termination of this contract shall be in accordance with District policies and the terms of the Consensus Agreement.

The above named individual acknowledges that he/she is employed for the remainder of the school year only, and acknowledges that he/she is not entitled to have his/her contract renewed.

I hereby accept this appointment subject to the provisions listed above. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

\_\_\_\_\_  
Employee

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District, Pima County, Arizona, held on \_\_\_\_\_.

\_\_\_\_\_  
Superintendent of Schools

**ARTICLE THIRTY-THREE**

**WAIVER**

**33-1**

During the term of this Agreement, the Association and the District expressly waive and relinquish the right to negotiate with each other, and neither party shall be obligated to negotiate with each other with respect to any subject matter, whether or not referred to or covered in this Agreement, except as specifically provided in this Agreement or by mutual consent of the parties.

**ARTICLE THIRTY-FOUR**

**SITE-BASED DECISION MAKING (SBDM) and  
CHARTER SCHOOLS**

**34-1**

**Purpose**

The Association and the District agree that all employees function more effectively and are more productive when they are given increased responsibility for making decisions with regard to their day-to-day affairs. An atmosphere where decision making is a collegial, shared process fosters an exchange of ideas and information so necessary for effective professional practice and for an improved education process. The Association and District agree to continue pursuing jointly the development of a site-based decision making program during the period of this Agreement.

**34-2**

**SBDM and Charter Schools Committee**

The Joint SBDM and Charter Schools Committee shall be continued for the duration of this Agreement. The committee shall consist of twelve (12) members, of whom six (6) shall be appointed by the Association and six (6) by the Superintendent. Two of the six appointed by the Association and two of the six appointed by the Superintendent shall be non-employee parents of TUSD students. The parent representatives shall be members of a parent organization, such as SCPC. The Association President, the Superintendent, and the SCPC President shall be ex-officio, nonvoting members of the SBDM and Charter Schools Committee. The committee shall establish its own rules of procedure, including selection of a chairperson. Members will serve on the SBDM and Charter Schools Committee for the term of this Agreement.

**34-3**

**Phase-In Plan**

The phase-in plan developed by the TUSD/TEA Joint SBDM and Charter Schools Committee, which has been adopted by the TUSD Governing Board, will be the process for instituting SBDM and sponsoring charter schools in the District. Prior to recommending any change in the plan, the Superintendent will consult with the Joint SBDM and Charter Schools Committee.

**34-4**

**Charter Schools**

The District may sponsor a school as a charter school only if the following criteria are met:

- A. All MBUs and White Collar/Food Service employees of the charter school shall be employees of the District.
- B. All provisions of this Agreement and the Agreement for White Collar/Food Service employees shall be in full force and effect at the charter school.

- C. The school shall follow the provisions of Phase Five of the TUSD/TEA SBDM and Charter School Framework Phase-In Plan.

#### ARTICLE THIRTY-FIVE

##### PSYCHOLOGISTS

Psychologists are members of the bargaining unit and entitled to all rights and procedures contained in this Agreement with the following exceptions:

- 35-1 **Article 1 - Definitions**  
For psychologists, site assignments are the service centers to which they report.
- 35-2 **Article 6 - Assignment**  
Psychologists may be assigned to more than five (5) sites.
- 35-3 **Article 9 - Normal Work Day**  
Except for Articles 9-1-A & B and 9-2 which shall apply, the balance of this article does not apply to psychologists.

#### ARTICLE THIRTY-SIX

##### DURATION

- 36-1 The following provisions of this Agreement shall be effective July 1, 1998 and shall continue in full force and effect through June 30, 1999:
- Article 28-1-A and B (Fringe Benefits);  
29-1-K, 29-2-J, and 29-3-C (Extra Duty);  
30-1-A; 30-3-A and B (Salary); and  
19-3-F (Professional Development).
- 36-2 All other provisions of this Agreement shall be effective upon ratification of this Agreement and shall continue in full force and effect through June 30, 1999, with the exception of those provisions listed in 36-3.
- 36-3 The following provisions of this Agreement shall be effective upon date of ratification and shall continue in full force and effect through June 30, 2000:
- Article 1-9 and 1-38 (Definitions)  
Article 32-1, 2, 3, 4, and 5 (Contracts)  
Article 7-1, 7-2, 7-3, and 7-4 (Vacancy Recruitment & Selection)  
Article 8-4 (Involuntary Assignment/Relocation)  
Article 21-5 (Substitutes)

## RATIFICATION

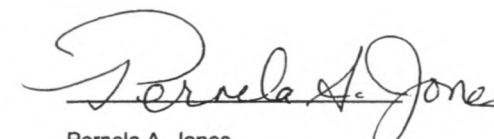
1. THE FOLLOWING PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE JULY 1, 1998 AND SHALL CONTINUE IN FULL FORCE AND EFFECT THROUGH JUNE 30, 1999:  
  
ARTICLE 28-1-A AND B (FRINGE BENEFITS);  
29-1-K, 29-2-J, AND 29-3-C (EXTRA DUTY);  
30-1-A; 30-3-A AND B (SALARY); AND  
19-3-F (PROFESSIONAL DEVELOPMENT).
2. ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE UPON RATIFICATION OF THIS AGREEMENT AND SHALL CONTINUE IN FULL FORCE AND EFFECT THROUGH JUNE 30, 1999, WITH THE EXCEPTION OF THOSE PROVISIONS LISTED IN 36-3.
3. THE FOLLOWING PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE UPON DATE OF RATIFICATION AND SHALL CONTINUE IN FULL FORCE AND EFFECT THROUGH JUNE 30, 2000:  
  
ARTICLE 1-9 AND 1-38 (DEFINITIONS)  
ARTICLE 32-1, 2, 3, 4, AND 5 (CONTRACTS)  
ARTICLE 7-1, 7-2, 7-3, AND 7-4 (VACANCY RECRUITMENT & SELECTION)  
ARTICLE 8-4 (INVOLUNTARY ASSIGNMENT/RELOCATION)  
ARTICLE 21-5 (SUBSTITUTES)

In witness whereof, the parties hereunto set their hands and seals.

TUCSON UNIFIED SCHOOL DISTRICT

TUCSON EDUCATION ASSOCIATION

  
Joel T. Ireland  
TUSD Governing Board

  
Pernela A. Jones  
Tucson Education Association

12/21/98  
Date Signed

1/13/99  
Date Signed





**1998 – 1999**

**WHITE COLLAR/FOOD SERVICE  
EMPLOYEE AGREEMENT**

**Between**

**TUCSON UNIFIED SCHOOL DISTRICT**

**and the**

**TUCSON EDUCATION ASSOCIATION**

**Ratified by TUSD 12/21/98**

**And by TEA 01/13/99**

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## ARTICLE ONE

### DEFINITIONS

- 1-1 The term **ASSOCIATION** shall mean the Tucson Education Association. Wherever the term Association is used it is understood that the president of the Association or his/her designee acts for the Association.
- 1-2 The term **BARGAINING UNIT** shall mean all regularly assigned part-time and full-time personnel employed in a classification listed in Appendix I, excluding confidential, temporary, initial probationary employees, substitutes and other employees designated by the Board.
- 1-3 The term **BARGAINING UNIT SENIORITY** shall mean the total number of years of uninterrupted service in a regular classification in the bargaining unit. However, seniority will not accrue during unpaid leaves of absence.
- 1-4 The term **BOARD** shall mean the Governing Board of the Tucson Unified School District.
- 1-5 The term **BREAKS** shall mean a specified uninterrupted paid period as described in Article 15-2 of this Agreement.
- 1-6 The term **CHARTER SCHOOL** shall mean a public school established with the TUSD Governing Board as its sponsor, pursuant to Title 15 of the Arizona Revised Statutes.
- 1-7 The term job **CLASSIFICATION** shall mean a designated title for like positions.
- 1-8 The term **DATE OF HIRE** shall mean the most recent date an individual is employed in a regular position, exclusive of temporary and/or substitute employment.
- 1-9 The term **DAY(s)** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the summer, working days will be those when the District's Central Administrative Offices are open for business with the public.
- 1-10 The term **DEMOTION** shall mean a change in assignment of employee(s) from a position in one classification to a position of another classification having a lower salary grade.
- 1-11 The term **DISTRICT** shall mean the Tucson Unified School District.
- 1-12 The term **DISTRICT SENIORITY** shall mean the total years of uninterrupted service calculated from the employee's most recent date of hire with the District in a regular position. However, seniority will not accrue during unpaid leaves of absence.
- 1-13 The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably prepared for and foreseen.
- 1-14 The term **EMPLOYEE** shall mean a person hired to fill a part-time or full-time position in a job classification listed in Appendix I, excluding confidential, temporary, initial probationary employees, substitutes, and other employees designated by the Board.

- 1-15 The term **FAMILY** shall mean parents, foster parents, step-parents, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparents, grandchildren, a child to whom the employee stands in place of a parent, a person in the metropolitan Tucson area for whom the employee has a major responsibility.
- 1-16 The term **FULL-TIME** shall mean working 30 to 40 regularly assigned hours per week.
- 1-17 The term **GRIEVANCE** shall mean an alleged violation, misinterpretation, or inequitable application of the terms or conditions of this Agreement.
- 1-18 The term **INITIAL PROBATION** shall mean a period of sixty (60) days from the initial date of employment in a regular bargaining unit position with the management option of extending probation, based on written evaluation, by an additional sixty (60) days. Management may also waive the probation period.
- 1-19 The term **LAYOFF** shall mean a loss of regular employment with the District.
- 1-20 The term **LETTER OF DIRECTION** shall mean a letter from a supervisor to an employee specifying certain directions to be followed.
- 1-21 The term **LUNCH PERIOD** shall be defined as a duty-free unpaid period of at least one-half (1/2) but no more than one (1) hour, scheduled as near as practical to the middle of an employee's work shift.
- 1-22 The term **MENTAL HARASSMENT** shall mean to bother or torment repeatedly and persistently.
- 1-23 The term **PART-TIME** shall mean working 20 or more regularly assigned hours per week, but less than 30 regularly assigned hours per week. Food Service employees hired before July 1, 1995, and who work less than twenty (20) regularly assigned hours per week are also considered part-time employees. These less than four hour Food Service employees are not eligible for sick and personal leave, holiday pay, and insurance benefits listed in this Agreement.
- 1-24 The term **PERSONNEL FILE(S)** shall include those files in the possession of the employee's supervisor which contain information concerning an employee, exclusive of the supervisor's personal notes regarding the employee's performance/conduct. The Personnel File maintained by the Exec. Director of Human Resources or Director of Food Service shall be considered the **OFFICIAL PERSONNEL FILE**.
- 1-25 The term **PHYSICAL ASSAULT** shall mean intentionally, knowingly or recklessly causing physical injury to another person.
- 1-26 The term **PROMOTION** shall mean a non-temporary change in an employee's job classification that would result in a higher pay grade.

- 1-27 The term **PROMOTION PROBATION** shall mean a period of sixty (60) days from the initial date of promotion in a regular position with the management option to extend probation, based on written evaluation, by an additional sixty (60) days. Management may also waive the probation period.
- 1-28 The term **RECLASSIFICATION** shall mean a non-temporary placement of an individual in a different job classification, under the procedures set forth in Article 10.
- 1-29 The term **REGULAR POSITION** shall mean a part-time or full-time Assignment within a classification of the bargaining unit which is not temporary. Person(s) selected to fill such positions are **REGULAR EMPLOYEES**.
- 1-30 The term **SITE-BASED DECISION MAKING (SBDM)** shall mean the process of decision making at a worksite in which decision making is shared by the administrator(s), teachers, parents, and educational support personnel.
- 1-31 The term **SITE-BASED DECISION MAKING SCHOOL** shall mean a school that has been accepted into the District's adopted SBDM program and has been placed in one of the first four phases of the District's SBDM phase-in plan by the TUSD/TEA Joint Site-Based Decision Making and Charter School Committee.
- 1-32 The term **SUBSTITUTE** shall mean a person hired for an unspecified period of time to replace a regular employee who is absent (not on a board-approved, unpaid leave of absence), with no guarantee of continuous work-site or hour assignment. It is not the intent of the District to use substitutes in place of filling a vacancy.
- 1-33 The term **SUPERVISOR** shall mean a person in a position designated by the Governing Board as supervisory/exempt or administrative.
- 1-34 The term **TEMPORARY EMPLOYEE** shall mean a person in a white collar classification hired for a period of employment not to exceed ninety (90) days in a year from the most recent date of hire. A temporary employee hired into a regular position shall have his/her temporary service applied to the completion of his/her probationary period, provided that there is no change in classification or worksite; however, the temporary period shall not be included in the bargaining unit seniority.
- The ninety (90) day time limitation for employment of temporary employees does not apply to teacher assistants whose positions depend upon enrollment or temporary employees replacing persons on leaves of absence.
- 1-35 The term **TRANSFER** shall mean a change in worksite that entails no change in rate of pay and that involves a regular employee.
- 1-36 The term **VACANCY** shall mean a regular position which has not been eliminated and has previously been held by a member of the bargaining unit or a newly created bargaining unit position which is not filled administratively through the layoff process, returning from leave, demotion, involuntary transfer processes, or assignment in accord with ADA.
- 1-37 The term **WORK WEEK** shall be a seven (7) consecutive calendar day period.

## ARTICLE TWO

### GENERAL PROVISIONS

#### 2-1

#### Savings Clause

The Board and the Association recognize that the Board has certain powers, discretions and duties that under Federal law, the Constitution and Laws of the State of Arizona may not be delegated, limited to or abrogated by an Agreement with any party. Accordingly, if any provision of this agreement or any application to any employee covered hereby shall be found contrary to law, such provision or application shall have effect in the law only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect. The Association and District shall immediately reopen negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

#### 2-2

#### Discrimination

- A. Neither the District nor the Association shall discriminate against any employee on the basis of race, religion, color, national origin, age, sex, marital status, disability, or membership or participation in the Association's activities.
- B. Nothing in the provisions of this agreement shall be construed as a limitation upon the application of federal law including Title IV and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity Act of 1972, Age Discrimination in Employment Act, Americans with Disabilities Act of 1990, Civil Rights Act of 1991, and other nondiscrimination laws and regulations.
- C. The rights, privileges and benefits provided by virtue of this agreement shall be applied equitably to all employees.

#### 2-3

#### District Rights

The District retains the right to manage its business, including the right to hire, layoff, assign, discipline, transfer, promote or terminate employees, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

#### 2-4

#### Alteration

No change, recision, alteration or modification of this agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.

## ARTICLE THREE

### RECOGNITION

#### 3-1

The District recognizes the Association as the exclusive representative of employees as defined in Article One, and will negotiate terms and conditions of employment with the Association.

#### 3-2

The District will print under the same cover the White Collar/Food Service and Consensus Agreements for each employee in the bargaining units thirty (30) calendar days from the

date of Board ratification. 5,250 copies of the employee agreements will be provided to the Association for distribution to each employee in all TEA bargaining units. The District shall provide a copy to each new employee hired during the year. The Association shall pay \$2,000 towards the cost of printing the employee agreements, and should they request additional copies during the term of this agreement, the cost will be paid by the Association.

#### ARTICLE FOUR

##### ASSOCIATION DUTIES AND OBLIGATIONS

- 4-1 As the exclusive representative of employees as defined in Article 1-1, Tucson Education Association (TEA) is obligated to represent all employees in the bargaining unit as defined in Article 1-2 in good faith.
- 4-2 **Hold Harmless/Indemnity**  
The Association shall indemnify and save harmless the District from and against any and all claims, damages or suits or other forms of liability which may arise out of or by reason of any action taken by the District or the Association for the purposes of complying with this Article.
- 4-3 The Association as a covered entity shall comply with all regulations as specified in the Americans With Disabilities Act (ADA).

#### ARTICLE FIVE

##### ASSOCIATION RIGHTS

- 5-1 **Facilities**  
With prior notification, the Association and its representatives shall have the right to use District facilities at reasonable times when there is no disruption of normal activities for the purposes of conducting Association business.
- 5-2 **Communications**
- A. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on a designated bulletin board at reasonably accessible places at each worksite. The responsible supervisor at the site, or his/her designee, shall be given a copy of all material to be posted prior to actual posting. Documents posted may not include any defamatory material or advocate insubordinate acts.
- B. The Association shall have the right to utilize the District's mail system to communicate with members of the bargaining unit on matters authorized by a responsible Association representative as evidenced by the Association logo. The Superintendent or his/her designee shall be given a copy of matters communicated through the District's internal mail system prior to distribution to employees. Documents communicated through the District's internal mail system may not include defamatory material or advocate insubordinate acts.
- 5-3 **Information - Seniority List**  
The District shall mail to the Association in October and May (and when a written request is made to the Employee Relations Office by an Association staff member) a list of

bargaining unit employees organized by department (per group) in alpha order by classification and shall also include bargaining unit seniority date and number of hours worked.

5-4

##### Payroll Deduction

- A. Upon receipt of written authorization from any individual, the Board agrees to deduct from the salary of members of the Tucson Education Association the annual amount due and payable by the individual as now fixed and as hereafter increased or changed as certified by the Association. The Board further agrees to promptly transmit all such monies so deducted to the Association within five (5) days after deductions are made.
- B. The individual's written authorization shall remain in effect during the term of employment of the individual unless he/she revokes his/her authorization. Revocation shall be accomplished exclusively in the following manner: The individual shall initiate the requested revocation by providing written notice to the Association no later than August 1 of each year. The Association shall submit all revocations to the District no later than September 1 of each year.
- C. The deductions shall be made in equal amounts starting with the first full pay period after the start of the school year, or the first full pay period after District receives the individual's authorization.
- D. In the event the individual's employment terminates, the Board has no obligation to recover any unpaid dues amounts for the Association. In addition, the Association agrees to indemnify the Board against any actions taken by any person for making any payroll deductions as specified in this Article 5-4.

5-5

##### Association Representatives

- A. Association representatives may take reasonable time off from work to provide representation for employee(s) as defined in Article 6-3 and for the purposes of contract administration. An Association Representative shall notify his/her supervisor of any planned absence at least two (2) work days in advance. Any Association Representative with the permission of his/her immediate supervisor may be released with less than two (2) days notice, workload permitting. Compensation for such absence shall be paid.

Association Representatives will submit a form designated by the District to their supervisor when they notify the supervisor of their planned absence. This form will be maintained as a record of the time used by the Association Representative.

The Association will provide the District with the names of Association Representatives in each building and those members of official committees by October 15 and February 15 of each year of this Agreement.

- B. 1. TEA representatives shall be granted released time for AEA Delegate Assembly, time spent as a member of the TEA White Collar/Food Service

- Bargaining Team, and TUSD/TEA consultations or involvement in a third step grievance hearing or arbitration proceeding.
2. The following released time shall be provided and substitute salary shall be paid by the Association:
    - a) Released time requests requiring substitutes for members of the TEA White Collar/Food Service Bargaining Team prior to March 1;
    - b) Released time requests requiring substitutes which exceed 20 days. The following release time requests shall not be included in those 20 days: AEA Delegate Assembly; time spent as a member of the TEA Bargaining Team on or after March 1; TUSD/TEA consultation; and/or Level III grievance or arbitration proceedings.
  3. In addition to the employee filling out the released time form (20-13), TEA will notify in writing the Executive Director of Human Resources in advance of released time requests. If the request is for AEA Delegate Assembly, time spent as a member of the Bargaining Team; a TUSD/TEA consultation; or a Level III grievance/arbitration, the written notification will indicate the reason.
  4. Supervisors shall be given two (2) days advance notice.

5-6

**Access**

Association representatives shall have access to records and files of all unprivileged information necessary to the determination and processing of any grievances.

5-7

**Consultation**

Upon request of the Association or the District, the Association and District shall meet to consult upon matters of concern.

5-8

**Job Descriptions**

Within ten (10) days of request by the Association, the District shall make available to the Association a job description for those classifications in the bargaining unit, including any additions made during the life of this Agreement. The District shall provide any modifications or new job descriptions to the Association within ten (10) days of implementation.

5-9

Board agendas and minutes will be available to the Association.

5-10

The District will provide to the Association the following employee information:

- A. The name, position title, worksite and FTE of a new hire employee hired by the District within 20 days of the date the individual is processed by the Human Resources Department or the date the Board approves the appointment, whichever is earlier;
- B. List of all terminations, resignations, retirements, leaves of absence and any other separations by the third Wednesday of each month;
- C. List of all completed transfers, promotions, demotions, recall, returning from leave of absence, by the third Wednesday of each month.

- D. List of all employees who have had an increase or decrease in assigned hours (indicate change in hours) by the third Wednesday of each month.
- E. List of all temporary/hourly employees and substitutes, including name, position and site, upon request of the Association.

5-11

**Association President**

The Association President shall be entitled to a paid leave during the term of office. The Association president shall not suffer a loss of benefits. The Tucson Education Association shall reimburse the District for the cost of the paid leave and benefits.

5-12

The Association will be invited to participate in any group orientation the District holds for newly hired employees in the White Collar and/or Food Service bargaining units.

**ARTICLE SIX**

**EMPLOYEE RIGHTS**

6-1

**Personnel File**

- A. During Human Resource's or Food Service Central Office's normal business hours, an employee, with or without an accompanying Association representative, may review the contents of his/her personnel file(s) (microfiche and hard copy) and to receive a copy of each at Board expense, which shall be kept in Human Resources or Food Service Central Office.
- B. Each employee's personnel file shall contain all documents used in personnel actions and records of personnel actions involving the employee. An employee shall have the right to indicate in writing to the appropriate office those documents in his/her personnel file which may be obsolete, inaccurate or otherwise inappropriate to retain. Upon receipt of the written request to Human Resources or Food Service Central Office, said documents shall be reviewed by the Executive Director of Human Resources or Director of Food Service, and if determined to be obsolete, inaccurate, or otherwise inappropriate to retain, within thirty-five (35) work days, they shall be destroyed. Letters of said request shall not be contained in an employee's personnel file after such a process is requested and completed.
- C. No derogatory material regarding an employee's conduct shall be placed in the personnel file unless the employee has been given the opportunity to review all material and an opportunity to indicate such review was completed by signing the documents. Signature shall not indicate agreement with the documents, only that a review has been completed. A written signed response to the materials may be completed by the employee within ten (10) days and this response will be attached and placed in the personnel file. An employee may provide a representative with a signed, dated permission statement allowing a specific designated representative to have access to and copy at reasonable cost the content of the employee's official personnel file. Such permission shall be for a specific duration of time with a fixed termination date never longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Executive Director of Human Resources or the Director of Food Service prior to access to the employee's official personnel file.

- D. Grievance and materials related to grievance proceedings shall not be kept in the employee's personnel file. Exceptions to this would be:
1. Personnel Action Forms;
  2. Adjustments to issued reprimand letters;
  3. Copies of grievance settlements stipulating the settlement in lieu of a Personnel Action Form.

6-2 **Written Reprimand Retention**

At the request of the employee, a reprimand will be removed from his/her personnel file after:

- A. Six (6) months from the date of incident leading to the most recent Written Reprimand I, provided no additional reprimands have been given during this period.
- B. Two (2) years from the date of incident leading to the most recent Reprimand II, provided no additional reprimands have been given during this period.

6-3 **Association Representation**

Upon request, an employee has the right to representation for the following:

- A. Grievance procedures;
- B. When receiving any disciplinary action;
- C. During the classification appeals procedure;
- D. For meeting(s) reasonably requested by the employee on job-related concerns. Such requests will not be unreasonably denied. Meetings on job-related concerns may be scheduled before, during or after the work hours.

The employee shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the employee reasonable time to make such arrangements, should representation be desired by the employee.

Compensation for Association representatives is provided, as referenced in Article 5-5.

6-4 **Nepotism**

Supervision, evaluation and the recommendation for hiring, retention, promotion, transfer, assignment, leave, salary, grievance adjustment, or discipline of an employee shall not be made by a member of the family or an established person within the employee's household.

- 6-5 Employees shall have the right to be free from physical or verbal abuse, mental or sexual harassment, and racial, ethnic or derogatory and/or defamatory statements.

6-6 **Political Action**

An employee shall have the liberty of political action outside of his/her work hours provided such action is within the laws of the United States of America and the State of Arizona; and provided further that such action does not impair his/her respective capacities.

An employee shall be free from political coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against his/her wishes under the assumption that failure to do so will in any way affect his/her status as an employee of the District.

6-7

**Outside Employment**

An employee may secure outside employment beyond his/her normal work day, providing such employment does not interfere with the employee's performance in his/her position with the District. No negative evaluation of performance or disciplinary action shall be predicated upon lawful, non-school related employment which has no impact upon the employee's job performance.

6-8

**Lawsuits and Liability**

In case of a lawsuit against an employee(s) by a third party, the District shall keep the employee(s) informed regarding the handling of the incident. The employee(s) will be informed by the District of the extent of coverage within the limitation of District policy of liability coverage.

6-9

**Break Area**

An area shall be provided at each site for the use of employees. The area shall be tobacco and smoke-free, adequately heated and cooled, and shall be accessible during working hours. The District shall provide a telephone in the area used as a staff lounge for the use of MBUs and classified employees to make local telephone calls.

6-10

**Policy Handbook - Food Service**

At the beginning of each school year, the Food Service Department shall make employees (paid from Food Service funds) aware of department rules and regulations. Such rules and regulations shall not conflict with any provisions of this Agreement. Employees will be made aware of any changes in such rules and regulations.

6-11

**Use of District Property**

Employees may use District property, supplies, materials, and work time only as necessary to complete their assigned work.

6-12

**Student Discipline or Instruction**

School clerical and Food Service personnel shall not be required to teach or administer discipline to children. When students referred for discipline are sent to the office of the school and the principal is out of the building, the principal designee will be notified immediately.

6-13

**Seniority Tie Breaker**

In the event two or more employees share the same date of hire, seniority shall be determined by utilizing the last four digits in the employees' social security numbers. The employee having the lowest number shall have the most seniority and others will be ranked from lowest to highest for their seniority order.



**6-14 Physical Facilities**

No employee shall be required to work in any location which has been determined to be hazardous to his/her health and/or safety by proper authority, i.e., Building Administrator, Health Inspector, Fire Inspector, District Engineer, etc. When buildings and/or worksites are closed because of emergencies, unsafe or hazardous conditions, employees may be temporarily reassigned to different locations until such time as the emergency or condition is rectified. No employee shall suffer loss of pay resulting from these conditions.

**6-15 Substitutes**

- A. In assigning a substitute to cover for the office manager or health clerk, priority will be given to schools where principals have dual assignments. Second priority will be given to school offices staffed with one person.
- B. At all worksites, if a clerical employee is out for an extended absence, a reasonable effort will be made to provide a substitute clerk, subject to District needs and the availability of funds.
- C. It is not the intent of the District to use substitutes in place of filling a vacancy, or use an employee as a substitute for a certificated employee.

**6-16 Job Description**

- A. A description of duties for the specific classification shall be given to each new employee when hired or when an employee changes classification and will be available in Human Resources to current employees.
- B. Teacher assistants shall not be used as substitutes, and shall perform only those duties associated with their authorized assignment.
- C. The duties and/or changes to duties to be performed by teacher assistants shall be approved by the teacher before the assignment is made. Any duties assigned shall comply with the federal program guidelines for teacher assistants in federally funded programs.

**6-17 Health Office Coverage**

All schools will be staffed with either a nurse or health assistant for those hours school is in session. If school health offices are not staffed by personnel hired specifically for that position, then clerical personnel shall not be required to dispense medication or administer first aid without first being provided specific training.

**6-18 Individuals With Disabilities**

The District will provide reasonable accommodations for disabled individuals who meet the minimum qualifications of regular vacant positions. Transfer to another worksite may be made based upon agreement of Human Resources and the employee.

**ARTICLE SEVEN**

**GRIEVANCE PROCEDURE**

- 7-1 A. The District and the Association acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and

informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed.

- B. The purpose of this grievance procedure is to secure equitable solutions to a claim of the grievant in an equitable manner and at the lowest possible level.

**7-2**

**Immediate Supervisor**

- 1. In any school, the immediate supervisor is deemed to be the building principal, principal designee or acting principal in his/her absence, or the Food Service Manager/Designee.
- 2. If an employee works at more than one school, the immediate supervisor shall be deemed to be the supervisor with whom the grievance has been filed.
- 3. If an employee is not assigned to an individual school, the immediate supervisor is deemed to be the administrator by whom the employee is evaluated.

**7-3**

**Level One**

- A. An employee with a Level I grievance shall first present it orally and informally, with or without a representative, to the grievant's immediate supervisor within fifteen (15) days from the occurrence of the alleged violation, or fifteen (15) days from the time the alleged violation is known to the grievant or the Association.
- B. When presenting a Level I grievance, the grievant must specifically inform the immediate supervisor that the presentation is a Level I grievance. A Level I grievance shall include the following:
  - 1. Date of alleged violation;
  - 2. Section of Agreement allegedly violated;
  - 3. Relief requested.

**7-4**

**Level Two**

- A. If resolution is not reached by means of the Level I grievance procedure, the grievant shall have five (5) days from the date of the Level I grievance meeting to file a written grievance. The grievant may present a claim in writing to the immediate supervisor, either directly or through the Association.
- B. A written grievance shall meet the following specifications:
  - 1. It shall contain a synopsis of the facts giving rise to the alleged violation or misinterpretation, including appropriate dates.
  - 2. It shall contain the specific section of this Agreement which has been allegedly misinterpreted or allegedly inequitably applied.
  - 3. It shall state the relief requested.
  - 4. It shall be signed and dated by the grievant.
- C. Within five (5) days after receiving the written claim of grievance, the immediate supervisor shall state the decision in writing and forward it to the Superintendent or designee, the grievant, and the Association.



7-5

**Level Three**

- A. Within ten (10) days after receiving the written decision of the immediate supervisor or designee, (or within twenty (20) days from the date the Level I was filed if there was no written response to the Level II), the grievant may, either in person or through the representative, submit a written appeal from the immediate supervisor's decision to the Superintendent or designee. Said appeal shall be accompanied by copies of the original claim of grievance and the immediate supervisor's written decision, and shall state with particularity objections to that decision. The Superintendent or designee shall investigate the claim, evaluate the evidence, and, within ten (10) days after receiving the written appeal, state in writing a decision. The Association shall receive copies of all grievance decisions made as a result of hearings without Association Representation. Such decisions will not be used by either party as precedence in future grievances.
- B. A copy of the original grievance and the Level III decision shall be sent to the Association at the same time the Level III decision is provided to the grievant.
- C. The Level III filing will be submitted with at least one date (within five (5) days of filing) when the Association representative and the grievant will be available.

7-6

**Level Four - Arbitration**

- A. Only grievances arising out of an alleged misinterpretation or alleged violation of the express terms of this Agreement may be submitted to Level IV, and only on petition of the Association. All arbitration hearings will be held at times and locations mutually agreeable to both the District and the Association.
- B. If the response of the Level III review does not result in resolution of the grievance, the Association on behalf of the grievant may invoke this Level IV procedure within ten (10) days of the receipt of the Level III decision.
- C. The Superintendent or designee and the Association shall submit the issue and schedule a hearing date with the selected arbitrator within ten (10) days of filing of the grievance at Level IV.

7-7

**Selection of Arbitrators**

The selection of arbitrators to hear TEA grievances shall be accomplished in the following manner:

TEA and TUSD shall agree on a list of twelve (12) arbitrators who are acceptable to both TEA and TUSD. The arbitrators shall be placed on a list in alphabetical order and assigned in that order as each grievance is filed. The intent is to rotate arbitrators. If an arbitrator's schedule prevents a mutually agreeable hearing date from being scheduled within forty-five (45) calendar days of filing for arbitration, then the next arbitrator on the list shall be assigned that grievance.

7-8

**Arbitration**

- A. The arbitrator shall be bound by the following:

1. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement.
  2. The arbitrator shall expressly be confined to the precise issues jointly submitted by the parties. If the parties are unable to reach agreement on the submission of issues, the arbitrator shall formulate the issues to be determined.
- B. The findings and recommendations for relief of the arbitrator shall be advisory. A copy of the decision shall be submitted to both parties within thirty (30) days of the hearing.
  - C. The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the incurring party.

7-9

**Time Limits**

- A. Failure at any step in this procedure to communicate the decision to the grievant by management within the specified time limit shall permit the grievant to proceed to the next step.
- B. Failure at any step to appeal a grievance to the next higher step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits specified in the grievance procedure may be extended in any specific instance only by mutual written consent of both parties.

7-10

**Reprisals**

No reprisals shall be taken by the District or the Association against a grievant or witness(es) because of participation in the grievance procedure.

7-11

**Group Grievance**

If, in the judgment of the Association representative, the grievance affects a defined group of employees, the Association may pursue the grievance at Level III. Prior to filing the written Level III grievance, TEA shall first present the grievance orally to the Superintendent's designee in accordance with the Level I provisions.

7-12

**Hearings and Decisions**

- A. At each of the levels of the grievance procedure the grievant, and his/her representative shall be given a reasonable opportunity to be heard. Hearings at each level will be held at times mutually agreeable to both the District and Association.
- B. All decisions at Level II and Level III shall be in writing and shall include supporting reasons. Copies of all decisions and recommendations shall be promptly furnished to all parties in interest, including the grievant and his/her representative.
- C. All decisions shall be implemented within ten (10) days unless stated otherwise in the decision.

**7-13 Forms**

Forms for filing grievances, withdrawing grievances, serving notices, taking appeals, making reports and recommendations and other necessary or related proceedings, shall be prepared by the District after consultation with the Association. Multiple copies shall be available upon request from TUSD Employee Relations or the Association.

**7-14 Information**

- A. Reasonable access shall be made available to records and files of all unprivileged information necessary to the determination and processing of any grievance.
- B. Only the following grievance information may be placed in an employee's personnel file:
  - 1. Receiving additional monies/benefits;
  - 2. Placement on a salary schedule at a higher rate of pay;
  - 3. Placement in a position;
  - 4. Leave of absence and sabbatical approvals.

**7-15 Participation in Grievance Process**

- A. Grievant(s) and a reasonable number of witnesses who testify orally at scheduled hearings or arbitration hearings shall receive their regular rate of pay for any part of their workday spent in the following grievance related activities:
  - 1) Attending scheduled grievance hearings;
  - 2) Attending arbitration hearings.
- B. The employee shall be released from his/her work duties only for the time necessary to testify and shall return to work immediately upon being released from the hearing. Arrangements for grievant(s) and witnesses must be made at least two (2) days prior to the scheduled hearing.

**ARTICLE EIGHT**

**RECRUITMENT/SELECTION PROCESS - White Collar**

**8-1 Vacancies**

- A. It is recognized that all position vacancies within the bargaining unit may represent a promotional opportunity for some bargaining unit member. Therefore, in recognition of the fact that the District encourages internal promotions/transfers in pursuing its intent to hire the best qualified person, the following procedures shall apply in filling all vacancies within the bargaining unit:
  - 1. Positions held by employees on leave status lasting over twelve (12) months will be considered vacancies and will be posted. When it is known a leave will extend beyond twelve (12) months, the position may be posted after the end of the eleventh (11) month.
  - 2. All vacancies shall be filled within twenty (20) days except as provided in 3 below.
  - 3. Vacancies occurring within ninety (90) days of the end of the school year may be filled by temporary/hourly employees for the balance of the school year.

**8-2 Job Vacancy Notices**

- A. Human Resources shall distribute notices of all vacancies to all job sites throughout the District and to the Association for posting.
- B. When regular school is not in session, all vacancy notices shall be available bi-weekly, coinciding with payday Friday, at the Payroll Department for all bargaining unit employees who work at school sites. Employees at all other departments will continue to receive notification at the worksites.
- C. All vacancy notices shall be posted at job sites for at least five (5) days prior to closing from August 1 to June 30. All vacancy notices shall be posted for at least ten (10) days prior to closing for the month of July.
- D. In addition, the District provides a twenty-four (24) hour job line which is available to all candidates to call to get a weekly update of job vacancies (617-7216).
- E. Each vacancy notice shall include: position, hours, work location and closing date.

**8-3**

**Transfer/Promotion Eligibility**

- A. To be eligible to compete for a promotion an employee must have passed the initial and/or promotion probation period in the position from which he/she is applying.
- B. **For Employee Initiated Transfers Only**  
To be eligible for a transfer, an employee:
  - 1) may not have had an employee initiated transfer within a calendar year. (The date is calculated by using the effective date of the last transfer [or the employee's bargaining unit date for a new hire] and computing one full calendar year from that exact date); and
  - 2) must have passed the initial and/or promotion probation period from which he/she is applying.
- C. Applications of employees who have been screened for interviews will have copies of any reprimands/disciplinary actions attached (along with employee rebuttals).

**8-4**

**Application**

- A. Any employee meeting the required minimum qualifications may apply for a vacancy by submitting an application to Human Resources on or before the advertised closing date.
- B. An employee wishing to transfer to a vacant position elsewhere in the District in his/her same classification, shall submit a letter of intent to Human Resources on or before the closing date of the position, and shall be interviewed for the position if eligible.
- C. Applications or letter of intent to transfer which are processed through U.S. or District mail and are not received in Human Resources on or before the closing date will not be considered. It is not the responsibility of Human Resources for any lost applications unless the applicant can establish the application or letter of intent was

placed in the possession of Human Resources on or before the closing date of the advertisement.

8-5

#### **Candidate Selection**

- A. The District will be responsible for selecting for interview up to five (5) most senior District employee applicants who meet the minimum qualifications. Those employees shall be referred to the interview committee for further consideration. District applications from non-employees will not be considered for a vacancy unless there are less than three (3) District employees that meet the minimum qualifications. If there are fewer than three (3) employees meeting the minimum qualifications, the District can recruit outside applicants to bring the pool up to five (5). The vacancy shall be filled with one of these applicants. District seniority shall determine how a vacancy is filled when two (2) employees are the top candidates and have equal qualifications following the interview.
- B. Teacher assistants shall not be assigned to a teacher without the teacher's participation in the selection process, unless the teacher is not available at the time of assignment, or when only one applicant is available for the position.

8-6

#### **Interview Process**

The candidates selected for referral shall be interviewed by a committee composed of at least three (3) persons including:

1. One (1) employee selected from an Association generated list;
2. The immediate supervisor (Chairperson);
3. Where affirmative action needs must be met, a representative from the protected class.

All interview questions or applicable skills tests, if necessary, shall be job-related and approved in advance by Human Resources in consultation with the Department Head.

The chairman of the interview committee shall forward the name of the applicant being recommended for hire to the Executive Director of Human Resources for White Collar appointments and the Director of Food Service for Food Service appointments. No selection process shall be considered completed until Human Resources has reviewed the process and validated the selection.

It is understood, however, that the Board shall have final review and approval for all employment appointments.

Applicants who are interviewed, but not selected, will be notified within fifteen (15) days after the individual selected for the position has accepted, or when the vacancy has been canceled by the District.

8-7

#### **Promotion**

- A. The new wage rate for a promoted employee will be the step in the new grade level that is closest to a ten percent (10%) increase, but not less than ten percent (10%).
- B. All promotion/transfer decisions may be grieved.

- C. The interview questions and final overall scores shall be made available for review to the grievant or representative in preparation for Level II grievance proceedings. The employee will be charged a reasonable rate for copies of documents provided.
- D. An employee who fails the promotional probationary period shall be allowed to return to his/her previous classification if there is an available position. If not, the employee shall be assigned to any vacant position for which he/she qualifies and retain rights to return to the classification held prior to the promotion in accord with Article 12.

8-8

#### **Involuntary/Voluntary Demotion**

When an involuntary demotion is initiated by the District, the employee will be placed in a position or in an available vacancy for which he/she meets the minimum qualifications. When an employee voluntarily demotes (through the application process) or an involuntary demotion is initiated, the employee will be placed in the new grade and classification at the higher of:

- A. the step at which the employee is currently paid in the classification being exited; or,
- B. the step at which the employee previously was paid in the reduced classification (if the reduced classification was previously held by the employee).

This action will not be utilized as an alternative to disciplinary action.

8-9

#### **Site Priorities**

When additional hours in a white collar position are available at a site, then white collar employees currently employed less than eight (8) hours per day at the site shall have priority for those hours as added duty (does not increase regularly assigned hours) if the employees are qualified for the position and not currently working during the time the involved teacher(s) and/or administrator(s) determine(s) that additional hours are available. No employee shall be scheduled to regularly work more than forty (40) hours per week.

### **ARTICLE NINE RECRUITMENT/SELECTION PROCESS - Food Service**

9-1

#### **Job Vacancy Notices**

- A. During the school year any newly created positions or an existing position which becomes vacant in the bargaining unit, shall be posted for five (5) days in the Food Service Department at every worksite, except for the month of July. During the month of July, vacancies shall be posted for at least ten (10) days prior to closing. All vacancies shall be filled within twenty (20) days of the close of posting.
- B. A Food Service employee may apply by filing a written notice with the Food Service Central Office if he/she is presently working in the classification or has previously held a assignment in the classification, and has a current satisfactory evaluation in his/her official personnel file or has been trained in the classification with a satisfactory evaluation.

- C. 1. To be eligible for a transfer or promotion, an employee must have passed the initial and/or promotion probation period in the position from which he/she is applying.
2. **For Employee Initiated Transfers Only**  
To be eligible for a transfer or promotion, an employee may not have had an employee initiated transfer within six (6) months. (The date is calculated by using the effective date of the last transfer and computing six full calendar months from that exact date.)
3. Applications of employees who have been screened for interviews will have copies of any reprimands/disciplinary actions attached (along with employee rebuttals).
- D. Each vacancy notice shall include: position, hours, work location, and closing date.

9-2

**Applicant Preference**

- A. The position will be filled by the bargaining unit applicant with a current satisfactory evaluation and the most District seniority in the affected classification.
- B. If the vacancy is not filled by a bargaining unit employee, it is the intent of the District to fill the position from qualified applicants who are current food service employees and who have a satisfactory evaluation.

9-3

**Probation**

Employees selected for a new position shall be given a two-week trial period. At the end of the trial period, the employee may choose to accept the position or return to his/her previous position. The Food Service Department retains the right to evaluate the employee in the new position and reassign the employee to his/her previous position, or may elect to extend the trial period for up to two (2) weeks.

9-4

**Promotion**

- A. The new wage rate for a promoted employee will be the step in the new grade level that is closest to a ten percent (10%) increase, but not less than ten percent (10%).
- B. All promotion/transfer decisions may be grieved.
- C. The interview questions and final overall scores shall be made available for review to the grievant or representative in preparation for Level II grievance proceedings. The employee will be charged a reasonable rate for copies of documents provided.
- D. An employee who fails the promotional probationary period shall be allowed to return to his/her previous classification if there is an available position. If not, the employee shall be assigned to any vacant position for which he/she qualifies and retain rights to return to his/her previous position in accord with Article 12.

9-5

**Involuntary/Voluntary Demotion**

When an involuntary demotion is initiated by the District, the employee will be placed in a position or in an available vacancy for which he/she meets the minimum qualifications.

When an employee voluntarily demotes (through the application process) or an involuntary demotion is initiated, the employee will be placed in the new grade and classification at the higher of:

- A. the step at which the employee is currently paid in the classification being exited; or,
- B. the step at which the employee previously was paid in the reduced classification (if the reduced classification was previously held by the employee).

This action will not be utilized as an alternative to disciplinary action.

9-6

**Site Priorities**

When short term needs create additional hours in a food service position are available at a site, then food service employees currently employed less than eight (8) hours per day at the site shall have priority for those hours as added duty (does not increase regularly assigned hours) if the employees are qualified for the position and not currently working during the time the Food Service Department determines that additional hours are available. No employee shall be scheduled to regularly work more than forty (40) hours per week.

**ARTICLE TEN**

**RECLASSIFICATION**

10-1

**Purpose**

The purpose of a reclassification is to review the duties and level of responsibilities in a classification. A request for reclassification does not in any way guarantee that a position will be upgraded. Reclassifications can result in one of the following: upgrade, downgrade, frozen in current rate of pay (red-circle) or no change.

10-2

**Procedure**

- A. An employee who feels that his/her duties have undergone a significant change in the kinds of duties and level of responsibility shall submit a request for review of his/her position by filling out a Position Analysis Form available from the Human Resources Department. Once the Position Analysis Form is submitted to the supervisor, he/she has ten (10) days to complete his/her portion and return it to the employee. If the supervisor does not return the form within the stated timeline, the employee shall forward the form to the Human Resources Department and the process will continue.
- B. If the Human Resources Department performs an independent position audit, the employee may also appeal the allocation as defined in 10-3 below.
- C. An employee's position will not be reviewed more than once every two (2) years.
- D. The definition of classifications or the assignment of a classification to a pay grade on the wage schedule are matters left to the sole discretion of the District.
- E. Within thirty (30) days of receipt of the analysis form, Human Resources shall inform the employee of receipt. A meeting will be scheduled within thirty (30) days

of notification to review his/her classification. The review may include but not be limited to:

1. Position Description Questionnaire;
2. Interviews;
3. Work Observation.

**10-3 Appeal**

If the employee disagrees with Human Resources' decision he/she shall within twenty (20) days appeal the decision by corresponding with the Human Resources Executive Director, specifically stating the reasons for an appeal. The Human Resources Executive Director shall refer the appeal to the Classification Appeal Board composed of two (2) members appointed by the District and one (1) member appointed by the Association. However, no District appointee who has conducted the evaluation in the reclassification will serve as a voting member on the appeals committee. The Appeal Board shall review the appeal and within thirty (30) days of its receipt render a decision to the Human Resources Executive Director. The Human Resources Executive Director shall, within ten (10) days of the Appeal Board's recommendation, correspond with the appealing employee informing the employee of the final decision.

The final decision by the Human Resources Executive Director is not subject to appeal.

**10-4 Wage Protection**

- A. If an employee is reclassified to a higher grade, the new wage rate for the reclassified employee will be the step in the new grade level that is closest to a ten percent (10%) increase, but not less than ten percent (10%).
- B. An employee shall not suffer a reduction in wages when the employee's classification is changed to a lower grade. The employee shall be placed at the step which is equivalent to the current rate of pay in the old classification, or frozen at his/her current rate of pay in the same classification (red-circled).

**ARTICLE ELEVEN**

**EMPLOYMENT - PERFORMANCE REVIEW**

**11-1 Purpose**

The performance review is used to critique employees for the purpose of improving services in the District. This review may be done on an annual basis or more frequently if necessary. The review may provide one of the basis for administrative decisions regarding employment, promotion, demotion, or termination.

**11-2 Performance Review Form**

The administrator and/or immediate supervisor shall give a copy of the form to all employees, upon request.

**11-3 Conference**

- A. Performance review forms shall be completed by the administrator and/or immediate supervisor, discussed with the employee in a conference, and signed by both. At least one review per year shall be completed prior to May 13 for less than 12 month employees and prior to June 10 for 12 month employees. The original

shall be retained in the employee's file, a copy kept by the immediate supervisor, and a copy given to the employee within five (5) days of the performance review conference.

**B. Evaluation**

A MBU shall have input into a teacher assistant's evaluation at least one (1) time per year. The site administrator is responsible for the evaluation.

**11-4 Employee's Signature**

The employee's signature indicates only that the employee has seen the written statement and does not necessarily indicate agreement with the contents of the statement(s). No employee shall be required to sign a blank or incomplete form.

**11-5 Privacy**

Performance conferences shall be held in private away from the presence of pupils, parents, other employees, or the public. However, other individuals who are responsible for coordination of an employee's activities may participate in that employee's performance conferences.

**11-6 Rebuttal**

An employee may file objections in writing within ten (10) days of receipt of a copy of the completed form. If objections are filed, they shall be attached to all copies retained by the District.

**11-7 Recommendations for Improvement**

- A. Recommendations for improvement shall be provided to employees upon recognition of any deficiencies. Recommendations for improvement shall be offered in writing to guide the employee toward the solution of such deficiencies.
- B. In the event a performance review results in specific written recommendations for improvement, the employee and supervisor shall meet within fifteen (15) days to determine a plan of action for meeting the recommendations of improvement. Follow-up performance reviews will address progress or lack of progress in areas in need of improvement.

**11-8 Additional Performance Reviews**

In addition to District-initiated performance reviews, employees shall be provided up to two (2) additional performance reviews in a year upon request of the employee.

**11-9 Surveillance**

The use of eavesdropping or surveillance methods will not be used in conducting performance reviews of employees.

**11-10 Association Representative**

Employees shall be entitled to have present a representative of the Association when discussing a performance review. If postponement of a meeting occurs in order to obtain a representative, that delay shall not invalidate the performance review.

**11-11 Complaints**

Any complaints regarding an employee which may have an effect on the employee's evaluation or continued employment, that are made to the administration by any parent, student or other person, shall be in writing and a copy shall be promptly furnished to the employee. Said employee shall have the right to answer in writing and the answer shall be reviewed by the administrator and attached to the complaint. Comments by the reviewing administrator shall be signed and also attached to the complaint.

**11-12 Dismissal or Demotion**

Dismissal or demotion of employees for performance deficiencies shall not be without just cause.

**11-13 Pre-Termination Hearing**

Prior to termination for performance deficiencies, a hearing will be held. An employee will be notified in writing that he/she is immediately suspended with pay and that a pre-termination hearing is scheduled. Following the hearing, the decision of the supervisor will be communicated to the employee and Human Resources and/or Food Service Central Office. If termination is initiated, this decision will be communicated to the employee by certified mail and a Personnel Action Form will be submitted to Human Resources. The employee will be paid through the date of termination (which shall be no earlier than the day following the hearing) as specified in the letter. Dismissal can be appealed by filing a grievance directly at Level III.

**ARTICLE TWELVE**

**INVOLUNTARY ADJUSTMENT OF WORK**

**12-1** If the economic or efficient operation of the District makes it necessary to reduce the work force in any classification, attrition will be utilized as the first means of reducing the staff. If additional reduction is necessary, initial probationary, temporary and substitute employees in the affected classification at the site shall be laid off. If additional reduction is necessary after attrition and the layoff of temporary and/or substitute employees, then employees may be reduced in hours or months of employment, transferred, or laid off in accord with this Agreement.

**12-2 Involuntary Transfer/Involuntary Work Adjustment**

- A.** If it becomes necessary for the District to involuntarily transfer an employee or initiate an involuntary work adjustment, the following will apply:
1. An affected employee with the most District seniority, whose assignment is for 8 hours and 12 months a year, shall be transferred to another 8 hour/12 month position within his/her classification.
  2. The least senior 8 hour/12 month employee(s) in the classification shall be reassigned to a vacated position within his/her classification, and there is no guarantee that an employee will retain the same number of months, hours, shift or days of work when transferred. Under no circumstances will an employee be offered a position of less than four (4) hours per day.
  3. Employees in positions of less than 8 hours, 12 months shall be transferred in inverse order of their District seniority to other positions in their classification and there is no guarantee that an employee will retain the same number of months, hours, shift or days of work when transferred.

Under no circumstances will an employee be offered a position of less than four (4) hours per day except Food Service employees, in which case the Food Service employee will not be assigned less than two hours per day.

- 4.** Employees whose hours or length of employment are to be reduced will receive at least ten (10) days written notice prior to the effective date of reduction.

**B. EXCEPTIONS - INVOLUNTARY TRANSFER**

- 1)** Employees not re-hired due to a "new school" process will be involuntarily transferred.
- 2)** Once school has commenced in the fall, teacher assistants in established exceptional education classes may not be displaced by a more senior assistant as a result of application of this Article.
- 3)** When established exceptional education classes and their teachers are relocated to a new site, the exceptional education teacher assistant will choose either to: a) relocate along with the class, provided the position continues to be budgeted; or b) exercise his/her seniority in accord with Article 12-2.
- 4)** In exceptional education situations where an exceptional education teacher assistant has been assigned on a one-to-one basis with a student and that student is relocated to a different site, the teacher assistant will choose to: a) relocate with the student, provided the position continues to be budgeted; or b) exercise her/her seniority in accord with Article 12-2.

- C.** If an involuntary transfer within the same classification is not available, the employee will be given the option of transferring to a vacant position in a comparable classification in which the employee meets minimum qualifications, or moving to a vacant position in a classification previously held within the bargaining unit by exercising his/her District seniority.
- D.** An employee transferred in this process is not guaranteed the same number of months, days, or hours in the new assignment. Under no circumstance will an employee be offered a position of less than four hours per day.
- E.** In the event there is more than one employee requiring involuntary placement to a different classification, then District-wide seniority will be utilized in determining seniority preference for placement. The employee with the greatest District seniority will be offered first option for placement in vacant positions identified by Human Resources.
- F.** Under no circumstance shall an employee be transferred into a classification that will result in a promotion, unless the previous classification has been upgraded through the process in Article 10.

- G. If after following all steps outlined above, there is no vacancy for an employee affected by Article 12-2-C, the terms of Article 13 shall apply.

12-3

**Rights to Return**

- A. Before a vacancy is filled by recall or pursuant to Article 8 or 9 (recruitment/selection), the position shall be offered to employees involuntarily transferred within the prior thirty-six (36) months, with the exception of employees involuntarily transferred due to a "new school" declaration. In this case, Article 12-3 is in effect for vacancies at a "new school" after a period of two (2) years from the involuntary transfer. The priority order used for filling these vacancies shall be:
1. Employees transferred or reduced in hours or months from the same site as the vacancy, who are currently in or were transferred from the same classification as the vacancy.
  2. Employees assigned to a different classification or demoted from the same classification as the vacancy.
  3. Employees reduced in hours from full-time to part-time, if vacancy is a full-time position within same classification.
  4. Employees reduced from a twelve month position if vacancy is a twelve month position within same classification.
- B. In the case where more than one (1) employee is eligible to return, the employee with the most District seniority will have first choice in placement. Each subsequent employee will be given the same opportunity until the last person with the lowest seniority is reassigned to the last vacant position. An employee shall have five (5) days from the date the notification is signed for to respond to an offer to return. If an employee is offered and fails to respond or refuses a position which restores him/her to their previous site, classification, hours of work and months of employment, then future return rights will be terminated.
- C. Transfer shall not be used as a substitute for evaluation or as a disciplinary measure. Transfer in no way reflects on the competency or the qualification of any employee transferred for any reason.

Human Resources will be responsible for generating computerized listing(s) to include the employee(s) by name, worksite, classification job code, District seniority, hours per day.

12-4

**Temporary Involuntary Site Transfer**

If it becomes necessary for the District to involuntarily transfer an employee on a short term temporary basis, the District will identify employees throughout the District that can be transferred. Each site administrator will submit a list to Human Resources with the name(s) of employee(s) that can be transferred. Employee(s) will then be notified by Human Resources when a transfer is to be made and the length of time of the transfer.

**ARTICLE THIRTEEN**

**LAY OFF**  
13-1

**Procedure**

- A. If it becomes necessary to reduce the work force of any classification in the bargaining unit, temporary and initial probationary employees occupying the

affected classifications at the site shall be laid off first. Order of Layoff shall be in the inverse order of District seniority within the affected classification, except for new hires selected in the "New School" process.

- B. The District shall notify the Association and affected employee(s) of a layoff as far in advance as possible, but at least two (2) weeks in advance.
- C. An employee outside the white collar/food service bargaining unit whose position is being eliminated and who has previously held a white collar/food service bargaining unit position, may exercise his/her length of service gained while a white collar/food service bargaining unit employee to claim a vacancy created under B above.
- D. An employee laid off shall be recalled to his/her classification in the inverse order of layoff before a position within the affected classification is filled by promotion or initial hiring.

13-2

**Recall**

- A. All temporary/substitute assignments shall be offered to laid off employees on recall, in order of seniority, before any other person is offered a temporary/substitute assignment within the affected classification. Work as a substitute or temporary will not affect recall rights to a white collar/food service position.
- B. An employee who is recalled from layoff shall be notified by certified mail at his/her address on file in the Human Resources Department and/or Food Service Central Office. The employee is responsible for maintaining a current address in the Human Resources Department and/or Food Service Central Office. If the employee does not contact the District's Executive Director of Human Resources within five (5) days from date it is signed for, he/she shall be considered to have resigned from the District and lose all recall rights. If the recall letter is returned as unclaimed, the District's obligation ceases. If the employee accepts the offer of recall, he/she shall be available to work within ten (10) days of acceptance.
- C. Individuals shall retain recall rights equaling the length of service up to a maximum of three (3) years from the day of layoff. Individuals will have a date of hire and bargaining unit seniority as if he/she were not laid off. If, however, the individuals on layoff are not recalled within the eligibility time, his/her employment with TUSD shall be terminated and the District will not be obligated to provide seniority as defined above if hired into a different classification at a later date.

13-3

**Insurance Coverage and Continuation**

When recalled employees return to work, all benefits including the appropriate step at the time of the layoff, shall be reinstated. While on layoff status, an employee shall be allowed to continue any of his/her District insurance programs at his/her own expense.



**13-4 Lay Off Protection**

During the life of this Agreement, regular part-time and full-time employees hired on or before December 31, 1994 shall not be laid off.

**13-5** An employee on layoff status is entitled to compete for any posted vacancy, provided he/she meets the qualifications. An employee accepting a lower grade position shall retain recall rights in the position affected by the reduction. An employee recommended for a position that would result in a promotion must notify the Human Resources Department within ten (10) days following the assignment to the new position if he/she wishes to retain recall rights to the classification from which he/she was laid off. Failure to notify the Human Resources Department will result in the loss of recall rights to the previous classification.

**13-6** The District shall maintain, as public record, a list of all employees who have retained recall rights. The list shall include the employee's name, classification title, and date of hire into the District.

**13-7** An employee in a classification affected by a layoff shall retain recall rights in that classification subject to the provisions of Article 12-3, Rights to Return. Laid off individuals shall be recalled in order of District seniority. If through a classification study a position title and/or responsibilities change significantly, the employee shall be recalled to a position representative of the new classification category if minimum qualifications are met.

**13-8 Contracting Out**

Before the District issues a contract for work currently being performed by bargaining unit employees or new work which is the same or similar to current bargaining unit work, its representatives will meet with representatives of the Association to discuss the reasons for the contracting decision and give the Association representatives the opportunity to present their suggestions for alternative ways of performing the work.

No employee whose job is eliminated by contracting out will be laid off as a result of such job elimination.

**13-9 Order of Recall**

**A.** Before any vacant full-time, twelve (12) month position is filled pursuant to Article 8 (Recruitment/Selection), the position shall be offered to laid off full-time, twelve (12) month employees who meet the minimum qualifications. Laid off individuals shall be recalled in order of District seniority. Recall of any full-time, twelve (12) month employee to a position of less than full-time, twelve (12) months shall not eliminate the right of recall to a full-time, twelve (12) month position during the twelve (12) month period following recall.

**B. Promotion**

Under no circumstances will recall to a position result in a promotion.

**ARTICLE FOURTEEN**

**DISCIPLINE AND DISMISSAL FOR MISCONDUCT**

**14-1 Just Cause**

The District will base all discipline and dismissal actions on just cause. All discipline and dismissal actions may be appealed through the grievance procedure.

**14-2 Letters of Direction**

**A.** A letter of direction is not a disciplinary action but may be used to document the need to take disciplinary action.

**B.** When an employee transfers or relocates, said letter may be transmitted to the files of the site administrator only after the transfer or relocation has been completed.

**C.** A Letter of Direction will not be used for conduct towards students that is deemed highly inappropriate by a reasonable person's standard, and/or which may be constructed as criminal. For such conduct, a letter of reprimand or more serious discipline is warranted.

**14-3 Progressive Discipline**

**A.** Progressive discipline means that progressively more severe penalties may be imposed on an employee when related offenses are repeated.

**B.** Progressive discipline does not require that each penalty be more severe than the immediate preceding one regardless of the offense involved.

**C.** Progressive discipline will serve as a means of identifying and correcting problems.

**D.** A supervisor's personal personnel file(s) shall be used solely to document concerns which may lead to discipline measures. An employee shall be made aware of the documented concerns through the implementation of 14-2 above. Such documentation of minor deficiencies of behavior or offenses which are over one (1) year old will not be admissible in any grievance procedure, unless the employee uses as a defense in such procedure the claim that no minor behavior deficiencies or offenses had ever been brought to their attention in accordance with 14-2.

**E.** Subject to Section 14-4 of this Article, the District shall utilize progressive discipline in dealing with its employees. Prior to issuance of reprimands for minor kinds of behavior deficiencies or offenses, supervisors will informally counsel and instruct employees about necessary improvements in their behavior. The normal sequence of disciplinary actions shall be as follows:

1. Written Reprimand I;
2. Written Reprimand II;
3. Suspension;
4. Pre-termination Suspension;
5. Termination.

- 14-4 Exceptions**  
Specific infraction(s) may arise which require the omission of one or more of the intermediate step(s) in this article and which require a written reprimand, immediate suspension of an employee without pay and/or termination.
- 14-5 Reprimand Process**  
If the immediate supervisor has reason to reprimand an employee, it shall be held in private away from the presence of pupils, parents, other employees or the public. Employee's signature acknowledging receipt of reprimand does not constitute agreement. An employee will be given the opportunity to fully discuss reprimand issues.
- 14-6 Written Reprimand I**  
When a supervisor determines that a reprimand is warranted for unsatisfactory behavior, the supervisor will so notify the employee and schedule a meeting for issuance of the Written Reprimand I. The reprimand will describe the specific inappropriate behavior involved, and the requirements for improvement. A copy will be placed in the employee's official personnel file, one copy will be given to the employee, and one copy will be retained by the supervisor.
- 14-7 Written Reprimand II**  
If further infraction(s) occur warranting further discipline, the supervisor will so notify the employee and schedule a meeting for issuance of the Written Reprimand II. The reprimand will describe the specific inappropriate behavior involved, and the requirements for improvement, and that failure to correct will result in more severe discipline. A copy will be given to the employee, one copy will be retained by the supervisor, and a copy will be placed in the employee's official personnel file.
- 14-8 Suspension**  
If infraction(s) persist(s) warranting further discipline, the employee will be so notified and a meeting scheduled to give the employee written notification that he/she has failed to improve and that he/she is being suspended without pay. The notification will outline the improper behavior and state that failure to correct such behavior may result in termination. A copy will be given to the employee and a copy will be placed in the employee's official personnel file.
- 14-9 Pre-Termination Hearing**  
Prior to termination for misconduct, a hearing will be held. An employee will be notified in writing that he/she is immediately suspended with pay and that a pre-termination hearing is scheduled. Following the hearing, the decision of the supervisor will be communicated to the employee and the Human Resources Department and/or Food Service Central Office. If termination is initiated, this decision will be communicated to the employee by certified mail and a Personnel Action Form will be submitted to Human Resources Department. The employee will be paid through the date of termination (which shall be no earlier than the day following the hearing) as specified in the letter. Dismissal can be appealed by filing a grievance directly at Level III within fifteen (15) days after receiving the decision.

- 14-10 Association Representation**  
On request, an employee has the right to Association representation when receiving any disciplinary action. The employee shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the employee reasonable time to make such arrangements should representation be desired by the employee.
- 14-11**  
Employees participating in the discipline and dismissal proceedings shall receive their regular rate of pay for any part of their workday spent in attending scheduled conferences.
- 14-12 Criticism**  
Any charge or complaint made by a public citizen shall be registered with the administrator or immediate supervisor at the facility. This complaint will be dealt with and resolved at the lowest possible level. Any charge which is serious enough to result in disciplinary action must be in writing. Charges or complaints which are withdrawn or shown to be false shall not be utilized in any disciplinary or dismissal procedure against the employee.

## ARTICLE FIFTEEN

### HOURS OF WORK

- 15-1 Lunch Period**
- A. White Collar**  
Each employee working at least five (5) hours a day on a regular basis shall be entitled to a duty-free lunch period. Lunch periods are normally an unpaid interval of at least 30 minutes but shall not exceed one hour. If an employee's lunch period is interrupted because of an emergency, the time lost will be adjusted during the week at a time mutually agreeable between the employee and supervisor.
- B. Food Service**  
Each employee shall be entitled to a duty-free lunch period. Lunch periods are normally an unpaid interval of at least 30 minutes, but shall not exceed one hour. If an employee's lunch period is interrupted because of an emergency, the time lost will be adjusted during that week at a time mutually agreeable between the employee and supervisor.
- 15-2 Breaks**
- A.** All employees shall be allowed a break if their regular daily schedule calls for four (4) or more continuous hours of work within the following schedule:
- | Daily Hours Worked              | Breaks               |
|---------------------------------|----------------------|
| From 4 to less than 6-1/2 hours | one 15 minute break  |
| From 6-1/2 to 8 hours           | two 15 minute breaks |
- The time of each fifteen (15) minute break shall be established and administered by the immediate supervisor.
- B.** Breaks may be interrupted if deemed necessary by an appropriate authority in order to protect the health and safety of students, employees and/or the public and to protect District facilities. Breaks shall not be unreasonably interrupted.

- C. Breaks may not be accumulated or saved to be used at a later time.
- 15-3 **Show-up Pay**  
 When an employee reports to work and is sent home for that day through no fault of his/her own, he/she shall be paid for his/her authorized hours at the employee's regular rate of pay.
- 15-4 **Call Back Pay**  
 Employees who have finished their daily assignment(s) and left their place(s) of employment, and are later called back by their immediate supervisor shall be compensated for two (2) hours or actual time worked, whichever is greater, to be paid at the employee's regular wage.
- 15-5 **Overtime/Compensatory Time**  
 A. At the District's discretion, employees may be either paid at the premium rate of time and one-half for hours worked in excess of forty (40) hours per week, or in lieu of time and one-half pay, may be given comp time off at the premium rate of time and one-half. Advanced approval to work overtime must be received from the employee's supervisor.  
 B. Any period worked beyond forty (40) hours of the employee's scheduled work week must be authorized in writing by the immediate supervisor, following administrative procedures, prior to that work period.  
 C. Employees changing worksites or separating from the District, shall be paid all approved compensatory time.
- 15-6 **Overtime Calculation**  
 When a vacation day or paid holiday occurs within the work week, whether worked or not, or when a comp day is taken, that day shall count as a consecutive day worked for the purpose of calculating overtime.
- 15-7 **Overtime Assignments**  
 When overtime assignments cannot be filled on a voluntary basis, the District will assign overtime on a rotating basis, starting with the least senior qualified employee(s) at the worksite.
- 15-8 **Grading Days - Food Service**  
 Three (3) days during the year are planned in the school calendar for teachers to use for grading days. Students are not in classes and therefore Food Service workers will be on a non-paid status for these days. Inservice or training may be held on these days, but employees will be informed two (2) weeks prior to the date if they will be working. Employees will be paid for the actual hours involved in inservice or training.
- 15-9 **Inservice Day or Registration Day - Food Service**  
 During the school year, inservice or registration days are scheduled that will interrupt the lunch period for students; therefore, Food Service workers may not be needed at their assigned sites. Employees will be given opportunity to sign up for substitute work if work is available. Employees will be placed in vacancies that are close to their assigned hours

- and within a reasonable distance of their assigned site. Employees will be paid for actual hours worked.
- Employees may choose to use a personal leave day if the Department is notified 24 hours prior to the non-work day.
- Employees not using one of the above options will be placed on a non-paid status.
- 15-10 **Bilingual Teacher Assistants**  
 The District shall make reasonable efforts to provide bilingual teacher assistants a minimum of twenty (20) regularly assigned hours per week. These reasonable efforts shall take into consideration scheduling, availability of teacher assistants, and teacher input.
- 15-11 **Planning Days**  
 Teacher Assistants and Exceptional Education Teacher Assistants shall receive two (2) extra workdays in addition to the teaching days. The extra days shall be taken on the preparation days or the first three grading days.

## ARTICLE SIXTEEN

### WAGES

- 16-1 A. The employee salary schedule for the 1998-99 school year shall be as listed in Appendix II.  
 B. For the 1998-99 school year, employees who were hired before April 1, 1998 and who have not reached the top step on the salary schedule will advance two (2) steps in their appropriate grade, effective July 1, 1998.
- 16-2 **Longevity Stipend**  
 Length of service shall be recognized by adding to the employee's salary as follows:
- |   |                       |
|---|-----------------------|
| At the completion of the 15th year                | \$ .15 cents per hour |
| At the completion of the 21st year                | \$.20 cents per hour  |
| At the completion of the 26th year                | \$.25 cents per hour  |
| At the completion of the 30th year and thereafter | \$.35 cents per hour  |
- These amounts are based on years of continuous service.
- Employees receiving longevity stipends prior to July 1, 1986 shall continue to be paid the stipend.
- Employees who are eligible for longevity stipends will receive the stipend during the first pay period immediately following the completion of each increment year.
- 16-3 **Shift Differential**  
 A. **White Collar**  
 All employees regularly scheduled to start work at/after the hour of 1:00 p.m. or at/before the hour of 5:00 a.m. shall have thirty (30) cents per hour added to their hourly rate as shift differential.

**B. Food Service**

A wage differential of thirty (30) cents per hour shall be paid to regularly scheduled Food Service employees at a site for hours worked after the hours of 6:00 p.m. and prior to the hour of 6:00 a.m.

**16-4 Working Out of Class**

Employees authorized to perform work in a higher paying classification or grade than the grade of the position in which they perform their regular duties, shall receive additional compensation of one dollar and twenty-five cents (\$1.25) per hour after two (2) consecutive days of work in the higher classification. The employee shall be compensated only for the actual hours worked, retroactive to the first day.

An out-of-class assignment is one in which an employee is replacing an absent employee in the classification, or is assigned to the classification and given the responsibilities of the position.

This provision does not apply when the employee is assigned to perform duties as part of the Industrial Injury Light Duty Program.

**16-5 Pay Plan Procedure**

**A.** Employees not working in a year round school have the option of selecting one (1) of three (3) pay plans:

1. Every other Friday during the school year -- twenty (20) equal checks
2. Twenty-six (26) equal amounts--twenty (20) to be paid every other Friday during the school year and the remainder paid in a lump sum on the normal bi-weekly payday of the pay period encompassing the last day of school. This option is only available to employees employed as of the first contract date of the school year.
3. Twenty-six (26) equal checks to be paid every other Friday. During summer vacation checks are to be mailed to the employee's summer address. This option is only available to employees employed as of the first contract date of the school year.

**B.** Employees working in a "year round school" have the option of selecting one of the following plans:

1. Twenty-six (26) equal checks to be paid every other Friday. During summer vacation, checks are to be mailed to the employee's summer address.
2. Twenty-six (26) equal amounts - twenty-three (23) to be paid every other Friday during the school year and the remainder to be paid in a lump sum on the normal bi-weekly pay day of the pay period encompassing the last day of school.

**ARTICLE SEVENTEEN**

**EDUCATIONAL IMPROVEMENT INCENTIVE PROGRAM**

**17-1 A.** Employees shall receive a maximum of four (4) step increases in their grade on the salary schedule for approved credits received from an accredited community college, college or

university, or District approved inservice training session, or upon attainment of any of the certificates issued by the National Association of Educational Office Personnel (NAEOP) and/or other professional organizations.

**17-2** When an employee accumulates nine (9) approved credits or a certificate, he/she is eligible to apply for advancement of one step on the salary schedule.

**17-3** An employee who has previously received a step increase on the salary schedule may apply for additional step increase(s) on the salary schedule by submitting to the District and/or Food Service Central Office, nine (9) approved credits or a certificate, exclusive of credits or certificates previously used for step increase(s). An employee may move one (1) step per year under this provision.

**17-4** All credits or certificates submitted to the District and/or Food Service Central Office for a step increase must be earned during the employee's most recent continuous date of hire with the District. The District and/or Food Service Central Office reserves the right to evaluate the credits or certificates submitted for step increase under the Educational Improvement Incentive Program to determine if the credits or certificates meet the requirement of direct applicability to classifications in the bargaining unit.

**17-5** An employee who has previously submitted thirty (30) units from the most recent date of hire and has received two step advances, will move one additional education step effective July 1, 1996. In addition, the employee will be credited with three (3) units towards future educational step advancement.

**17-6** An employee who has previously submitted fifteen (15) units from the most recent date of hire and has received one educational step advancement will be credited with six (6) units towards their next educational step advancement.

**17-7** If the ninth credit or certificate is earned prior to the employee's first day of duty in the current fiscal year, the official transcripts must be submitted to the Executive Director of Human Resources and/or Director of Food Service before November 1. Increases in pay under this provision will be made retroactive to the first day of duty in the current fiscal year.

**17-8** The District and Association shall establish a credit review committee consisting of two (2) members appointed by the Association and two (2) members appointed by the District. The committee shall review course work for salary credit.

**17-9** Should the Association and the District mutually agree that a need exists to form an apprenticeship program, a joint committee shall be formed to establish said program, following Department of Labor regulations. The joint committee shall consist of six (6) members, of whom three (3) shall be appointed by the Association and three (3) by the District, unless otherwise required by the Department of Labor.

## ARTICLE EIGHTEEN

### FRINGE BENEFITS

#### 18-1 Medical Insurance

The District shall pay 100% of the medical premiums to be used for District-sponsored single coverage medical insurance for each full-time eligible employee (as determined by the insurance provider) who elects coverage.

To the extent that 100% of coverage of the medical premium for an employee costs less than \$1200 or the employee declines medical coverage, the amount of the difference may be used towards District sponsored insurance programs of the employee's choice.

Part-time eligible employees who elect coverage (as determined by the insurance provider) will receive a dollar amount equal to 50% of medical premiums to be used for District-sponsored single coverage insurance.

The District shall cease further contribution to District-sponsored single coverage medical insurance for employees who terminate employment before their last duty day of the fiscal year.

District contribution to the District-sponsored single coverage medical insurance is prorated for new employees based upon the portion of the contract year the employee works.

One employee selected by the Association shall sit on the Insurance Carrier selection committee.

#### 18-2 Life Insurance

A. The District shall provide each full-time employee with a \$10,000 term Life Insurance Policy.

B. Part-time employees will receive a \$5,000 District-sponsored life insurance policy.

C. In addition, an employee shall have the option of purchasing additional term life insurance by payment of the premiums utilized from any balance left in the \$1200 District contribution, or at his/her own expense.

#### 18-3 Mileage Allowance

Employees who have prior authorization and are required to utilize their own vehicle in the performance of District duties or to transport themselves or District equipment to worksites other than their initially scheduled, regularly assigned worksites shall receive reimbursement as set by the Board for miles driven from the permanently assigned worksite(s) to all other sites, including the distance between temporary worksites.

#### 18-4 Meals - Food Service

All Food Service employees are provided with food for a meal and breaks according to the established Food Service Department Policy.

#### 18-5 Payroll Deduction

Payroll deduction shall be made available upon request to any employee for any of the following:

- A. District approved benefits
- B. California Casualty Automobile and Home Insurance
- C. Direct deposit to District-approved Banking Institutions

#### 18-6 Open Enrollment

At least once per school year, an employee shall have the opportunity to select his/her insurance coverage. Any open enrollment period shall occur between the dates of September and June, and shall be at least thirty (30) calendar days in duration.

#### 18-7 Newly Eligible Employees

A newly eligible employee shall be provided at least thirty (30) calendar days to select his/her health insurance programs. If he/she declines to participate in any District insurance programs, he/she shall so indicate the refusal on the enrollment form.

## ARTICLE NINETEEN

### HOLIDAYS

#### 19-1

Employees shall be granted the following paid holidays provided they were on-pay status during any portion of their regular work day of their regular assignment immediately preceding or succeeding the holiday.

#### A. Nine (9), Nine and a half (9-1/2), Ten (10), and Ten and a half (10-1/2) Month Employees:

Labor Day	1
Veterans' Day	1
Thanksgiving	2
Winter	10
Martin Luther King Day	1
Rodeo	2
Spring	3

#### B. Twelve (12) Month Employees

Independence Day	1
Labor Day	1
Veterans' Day	1
Thanksgiving	2
Winter	2
New Year's	2
Martin Luther King Day	1
Rodeo	2
Spring	1
Memorial Day	1

#### 19-2

An employee required to work on a holiday shall be compensated at one and a half (1-1/2) times his/her normal rate of pay in addition to the paid holiday itself.

## ARTICLE TWENTY

### LEAVE OF ABSENCE WITH PAY

#### 20-1 SICK LEAVE - Accrual

- A. All employees covered by this Agreement shall be awarded sick leave benefits (without limit) based on the number of regularly assigned daily hours and accrued at the following rates:

	<u>Sick Leave</u>	<u>Personal Leave</u>
12 month	6 days a year	7 days a year
10 1/2 month	4 days a year	7 days a year
10 month	4 days a year	7 days a year
9 1/2 month	4 days a year	7 days a year
9 month	3 days a year	7 days a year

- B. Probationary employees may accumulate, but not use sick leave during their initial sixty (60) day probationary period. If the probation is extended, the employee may continue to accumulate sick leave and vacation but will only be eligible to take sick leave during this probation extension.
- C. All unused personal leave shall be made part of the employee's accumulated sick leave at the end of each fiscal year.

#### 20-2 SICK LEAVE - Usage

- A. **Illness**  
 Sick leave may be used at the employee's discretion when he/she is too ill to perform the duties of his/her job, or when a member of the family is ill enough to require the employee's attention, or for verified doctor appointments.
- B. Employees are required to notify their immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's work day.
- C. A written statement from the treating physician may be required by the District to substantiate an absence due to an employee's illness or for illness within the employee's immediate family if the absence is more than three (3) consecutive days duration, or those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.
- D. Employees who leave their assignment before the work day is finished or start their work day late due to illness or medical appointments, will have their absence time charged to sick leave to the nearest quarter hour.
- E. **Bereavement Leave**  
 In the event of death in the family of an employee, the employee may take up to five (5) days of sick leave, plus up to three (3) days necessary travel time, excluding weekends. Additional days may be granted at the discretion of the supervising administrator. All such days taken will be considered sick leave.

#### F. Special Bereavement Leave

In the event of the death of a student, at least one employee from the site may be permitted to attend the funeral without loss of leave time or compensation. In the event of the death of a staff member, at least one employee from the site shall be permitted to attend the funeral without loss of leave time or compensation.

#### 20-3 PERSONAL LEAVE - Accrual

- A. At the beginning of every school year each employee shall be credited with seven (7) days to be used for the employee's personal leave.
- B. New employees whose entry date to the District is other than July 1, will have their personal leave prorated.
- C. Employees assigned to a regular position may accumulate personal leave, but not use it during their initial sixty (60) days of service. This restriction may be extended for an additional sixty (60) days of service at the District's option.

#### 20-4 PERSONAL LEAVE - Usage

- A. Personal leave days may not be taken the day immediately prior to or after a holiday or vacation, unless approved by the immediate supervisor. An employee planning to use a personal day or days shall notify his/her immediate supervisor at least one (1) day in advance except in cases of emergency. The immediate supervisor may deny personal leave if an emergency occurs and coverage of the employee's responsibilities cannot be arranged.
- B. An employee with the approval of his/her supervisor may take personal leave during the first week or last week of school, or in the first work week prior to the start of school.
- C. Employees assigned to a regular position may accumulate personal leave, but not use it during their initial sixty (60) days of service. This restriction may be extended for an additional sixty (60) days of service at the District's option.
- D. Employees may use personal leave before or after a holiday or vacation for absenteeism for days of religious observation when the need for religious leave is documented.

#### 20-5 VACATION LEAVE - Eligibility

In order to be eligible, an employee must hold a regular twelve (12) month position in order to accrue vacation. Accrual is based on the regularly assigned daily hours in the employee's work day.

#### 20-6 VACATION LEAVE - Accrual

- A. Years of service shall be calculated from the employee's date of hire with any adjustment necessary as a result of an unpaid leave of absence.
- B. Employees will earn vacation at the rate of ten (10) days annually during the first, second and third years of service.



- C. During the fourth and fifth years of service, employees will earn fifteen (15) days annually.
- D. Upon completion of five (5) or more years of service, employees will earn twenty (20) days annually.
- E. Twelve (12) month employees may accumulate up to and no more than 240 hours (or prorated cap) of vacation at any given time.
- F. If a nine (9), nine and one-half (9-1/2), ten (10), or ten and a half (10-1/2) month contract employee is transferred to a twelve (12) month position, the employee will accrue his/her vacation from the first day in the new assignment, at the vacation accrual rate equal to the years of service in the District as defined in Article 1-12.

**20-7 VACATION LEAVE - Usage**

- A. Employees shall not be compensated for accumulated vacation leave in excess of 240 hours (or prorated cap), unless the employee has requested, in writing, vacation leave and the request has been refused by the District, and such refusal would result in the employee forfeiting all or a portion of his/her accumulated vacation leave.
- B. If a holiday occurs during an employee's vacation, said holiday shall not be deducted from accumulated vacation leave.
- C. If work load permits, vacation leave shall be granted at the time requested in writing by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation leave at the same time, the employee with the greater District seniority shall be given his/her choice of vacation in event of conflict.

The District may require employees to take leave time at times determined by the District but shall give the employees the option of vacation leave or unpaid temporary leave during temporary, complete or partial closing of various worksite(s). However, should the employee choose to take an unpaid leave during a time that coincides with a holiday period, the employee shall be paid for the holidays provided for in Article 19.

- D. The immediate supervisor shall grant or deny vacation request in writing within ten (10) days of receipt. Denial by a supervisor of an employee's vacation request shall be put in writing and a copy forwarded to Human Resources.
- E. A twelve (12) month employee transferring to a less than twelve (12) month position will receive compensation for unused accumulated vacation prior to starting the new assignment.
- F. Employees having earned vacation may take vacation in increments as approved by the site administrator.

**20-8**

**Transfer of Sick Leave Days**

- A. In order to acknowledge the accumulation of sick leave, 9, 9-1/2, 10, and 10-1/2 month employees may transfer up to three (3) days of sick leave to their personal leave balance, and 12 month employees may transfer up to three (3) days of sick leave to their vacation balance during any contract year provided the employee has accumulated at least 30 days of sick leave.
- B. Transfer of sick leave accrual may be made in the following manner:

Days of Sick Leave Used During Prior Contract Year	Maximum Days to Transfer
0-2	3
3	2

- C. Transfers of sick leave can only be initiated at the employee's written request to the Human Resources Absence Section or Food Service Central Office prior to November 1 of each year. The limit on number of allowable vacation days as defined in Article 20-6 apply to the transfer amount as well.
- D. This benefit may be received only once annually by an employee and is not available to employees discharged for just cause.

**20-9**

**Jury Duty**

- A. Employees subpoenaed for jury duty or as a witness shall not suffer loss of earnings as a result of such service. An employee may choose: 1) to keep his/her jury duty or witness pay and have his/her pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the employee's daily rate, he/she may use a personal leave day or be docked at his/her daily rate instead of using a jury code for those days.
- B. Employees subpoenaed for jury duty or as a witness are required to submit a copy of the jury summons or subpoena to his/her supervisor and inform the supervisor of his/her choice regarding jury duty pay. Absence forms shall be submitted in the pay period while serving as a juror or as a witness. No receipt need be submitted with the absence sheet if the employee chooses to take a pay dock or a personal leave day.
- C. Absences due to litigation while the employee is either a plaintiff or a defendant must be charged to personal leave, vacation, or dock.

**20-10**

**Military Leave**

Employees will receive pay for all days during which they are employed in training duty under orders with any branch of the armed forces for a period not to exceed thirty days in any two consecutive years. For purposes of this article only the term "years" means the fiscal year of the U.S. government. (A.R.S. 38-610)

**20-11**

**Industrial Illness or Injury**

In the event of absence due to injury on the job, the District will pay, while accumulated sick leave lasts, the necessary amounts above the monies received by the employee from



the District Self Insurance Worker's Compensation Fund. Employees injured on the job may choose to work on "limited duty" upon the recommendation of the District industrial physician or the employee's personal physician. Such "limited duty" may be in any classification so designated by the District for which the employee is able to perform and shall be paid at the rate at the time of the injury, and shall advance their yearly salary if applicable.

- A. When sick leave is exhausted, the employee will be placed on an unpaid leave of absence pending release to return to work.
- B. Upon the termination of this unpaid leave of absence of six (6) months or less, the employee, if he/she has not been subject to layoff, will be restored to his/her previous position, grade and step. This type of leave shall not be considered a break in service.
- C. Except as provided in D below, an employee whose paid leave exceeds six (6) months and who has not been subject to layoff, will be restored to his/her previous position, grade and step if the position is available.
- D. If the previous position has been filled, the employee will be placed first in another position in the same classification if one is available, or second, if none in the classification is available, in another available position the employee can perform, at no less pay than in the previous position. If the employee is not returned to a position in his/her previous classification, the employee will be transferred into the first available opening occurring in the previous classification.
- E. When an employee has been released from an industrial injury with a permanent disability preventing him/her from performing the duties of his/her previous job classification, the District will attempt to find a position for which the employee can qualify and in which reasonable accommodations can be made for the disability. In such a placement, the employee will be paid the appropriate rate for the position.
- F. Within four (4) weeks of return to work, an employee may make arrangements with Payroll to buy back sick leave used for an on the job injury.

20-12

#### **Compensation**

Leaves of absence with pay shall be compensated at a level equal to the normal hourly rate of pay.

20-13

#### **Released Time**

Released time may be granted to attend an approved conference or convention which would enhance an employee's work performance. First consideration will be given to employees participating or presenting in the conference. Released time must be requested at least one (1) week before in-state meetings, and out-of-state forms must be submitted before the second Tuesday of the month for Board approval prior to the conference.

20-14

#### **Extended Illness or Injury**

Return to work after an illness or injury lasting fifteen (15) days or more must be accompanied by a medical release from the attending physician. The release must state that the employee is "ready and medically capable of return to their regular job and duties." The District may require a "return to work" evaluation at District expense.

20-15

#### **Assault**

If it has been determined by an employee's supervisor that an employee has been physically assaulted by a student, the employee will be allowed up to two (2) days leave not charged to the employee.

20-16

#### **Medical Leave Assistance Program**

- A. Employees who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Executive Director of Human Resources asking to receive donations of sick leave from other employees. Serious illness or injury is defined as a "non work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
- B. The donor employee may donate a maximum of five (5) sick leave days for every thirty (30) days of accumulated sick leave. The donor employee will designate the donation in the name of the employee to receive the donation.
- C. The recipient employee will be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the employee only if needed. If not needed, days in excess of one week beyond the original amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor employee, will be donated.
- D. No employee shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term disability coverage.

### **ARTICLE TWENTY-ONE**

#### **LEAVES OF ABSENCE WITHOUT PAY**

21-1

#### **Leave of Absence**

- A. Any regular employee who has six (6) months employment in the District may request a leave of absence without pay for any length of time up to one (1) year for reasons of:
  - 1. Health;
  - 2. To attend an accredited institution of higher learning;
  - 3. New infant care or elderly parent care;
  - 4. For the purpose of engaging in union activities whether local, state or national;
  - 5. To campaign for or serve in a county, state or national public office.
  - 6. Military service

All requests for such leaves of absence without pay shall be submitted to the Governing Board for approval.

- B. Requests for medical leave shall be accompanied by a doctor's verification of the illness or disability and projected date of return to work.
- C. Notification of intention to resume employment by the employee must be made in writing thirty (30) calendar days prior to date of return.
- D. An employee on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which the employee is enrolled, provided the employee notified the District of their desire to continue, and pays the premiums for the insurance and other benefits at their expense.
- E. A leave of absence under this Agreement may be extended by mutual agreement of the Board and the employee.
- F. Induction into the military for an extended period of time shall not be at District expense; however, upon return, he/she shall be placed in his/her former or comparable position, in accord with ARS 38-298, as amended 1964.

**21-2 Short Term Leave (Does not apply to on-the-job injury)**

**A. Medical**

An employee who has exhausted accumulated sick leave and vacation leave, yet is medically unable to return to work, will be allowed up to thirty (30) days on an off-duty pay status. During this off-duty pay status, the District will continue to pay premiums on its portion of District-sponsored insurance plans in which the employee was enrolled at the beginning of his/her off-duty pay status.

Requests for medical leave shall be in writing, accompanied by a doctor's verification of the illness or disability and projected date of return to work.

**B. Emergency**

A leave occasioned by urgent personal or family reasons may be granted upon written application by the employee and approval by the District. Such leaves are not to exceed thirty (30) days and will be approved only in unusual situations clearly requiring the presence of the employee away from work. Upon approval by the District, an additional fifteen (15) days may be granted at the expiration of this thirty (30) day period. In no event shall an employee receive more than forty-five (45) days of emergency leave in the contract year.

Employees who take emergency leave are considered to be on off-pay status and are not compensated for time off (including holiday pay) until they return to active status.

Employees shall have the option of continuing any and all District-sponsored insurance programs in which the employee is enrolled, provided the employee

notifies the District of his/her desire to continue and pays the premiums for the desired insurance.

**C. Family and Medical Leave**

- 1. An employee who, at the time the leave is effective, has been employed full-time in the District for one year shall be allowed up to 12 weeks of unpaid leave for the following reasons:
  - a) birth of a child and first year of child care
  - b) adoption or foster placement of a child
  - c) illness of the employee, spouse, parent or child.
- 2. During this unpaid leave, the District will continue to pay premiums on its portion of District-sponsored medical insurance in which the employee was enrolled at the beginning of the leave.
- 3. Requests for Family Leave shall be accompanied by the appropriate documentation.

D. 21-2-A, B, and C above may not be used in conjunction with each other.

**21-3**

**Maintenance of Position**

- A. Upon termination of any of the unpaid leaves of absence above, the employee, if he/she has not been subject to layoff, will be restored to his/her previous classification, grade and step. Seniority shall not accrue during the unpaid leave of absence above, but shall be restored at the level prior to the leave of absence.
- B. If the employee is affected by layoff during said leave of absence, he/she shall be covered by provisions in Article 13.

**ARTICLE TWENTY-TWO**

**SEPARATION BENEFITS**

**22-1**

**Service Stipend**

- A. An employee legally separating from the District with 15 or more years of continuous service in the District, will be paid a length of service stipend amounting to .006 times the employee's annual salary at the time of retirement, times the employee's years of service.
- B. If an employee has 15 or more years of service in the District but dies before the severance payment is made, said payment shall be paid to the estate of the deceased.

**22-2**

**Insurance Conversion for Retired Employees**

For the purpose of continuing in the medical insurance program, retired employees must pay premiums pursuant to District regulations.

**22-3**

**Optional Sick Leave Pay at Separation**

- A. After twenty (20) consecutive years of service in the Tucson Unified School District, employees who are members of the bargaining unit as of the effective date of this Agreement, or who become members after the effective date of this Agreement, may elect to receive pay for unused sick leave instead of the service

stipend by making written application to the District's Executive Director of Human Resources (or Director of Food Service). Written application shall be given by March 15 of each year.

- B. The District shall provide a payment for unused sick leave to employees upon separation in accord with the following: The amount of payment shall be 2/3rds of the base salary hourly rate of pay for Step 1 of the grade level of the employee at separation times the number of sick leave hours accrued in excess of 600 hours (to a maximum of 1500 hours paid) through the date of separation. Payment shall be included in the last payroll in that fiscal year or the first payroll of the following fiscal year, at the District's option. All legally required deductions will be taken from the incentive payment including the employee's contribution to the State Retirement Fund, if any. The rights contained in this paragraph are not considered vested rights.

- C. If an employee is eligible for the separation incentive but dies before the payment is made, said payment shall be paid to the estate of the deceased.

#### 22-4 Restrictions

Upon separation, an employee must choose to receive either the service stipend or pay for unused sick leave. Under no circumstances shall an employee receive both a service stipend and pay for unused sick leave.

- 22-5 Those benefits contained in 22-1-A and 22-2 are only available to those MBUs who voluntarily separate from the District.

### ARTICLE TWENTY-THREE

#### HEALTH EXAMINATION

- 23-1 When the District determines that an employee's health condition (mental or physical) may be impairing his/her job performance, the immediate supervisor, site administrator (or equivalent position), or Regional Assistant Superintendent (or equivalent position), with the concurrence of the Human Resources Department may, with just cause, direct the employee to have a health examination at District expense. Employees will be given a copy of the directive which will state the reason(s) for such examination. Following the examination, results will be sent by the Human Resources Department to the employee and immediate supervisor.

### ARTICLE TWENTY-FOUR

#### WAIVER

- 24-1 A. This Agreement supersedes all previous agreements between the District and the Association or the District and any of the covered employees.
- B. During the term of this Agreement, the Association and the District expressly waive and relinquish the right to negotiate with each other and neither party shall be obligated to negotiate with each other with respect to any subject or matter whether or not referred to or covered in this Agreement except as specifically provided in this Agreement, or by mutual consent of the parties.

### ARTICLE TWENTY-FIVE

#### NEGOTIATIONS

- 25-1 The negotiation process shall begin no later than March 1. Both parties agree to negotiate in good faith.

#### 25-2 Impasse

If no agreement has been reached by April 15 as a result of good faith negotiations, either party may declare an impasse and the issues in dispute shall be submitted to mediation/arbitration. The American Arbitration Association (AAA) shall be requested to furnish a list of five (5) mediator/arbitrators from which the parties shall select a mediator/arbitrator in accordance with AAA rules.

The format, dates and times of meetings shall be conducted in closed sessions. The costs for the services of the mediator/arbitrator, including per diem expenses, if any, and actual and necessary travel expenses and subsistence, shall be shared equally by the District and the Association.

The mediator/arbitrator shall first attempt to resolve the dispute through the mediation process. Should this process fail, that person shall then function as the arbitrator of the issues remaining in dispute. Within ten (10) working days after the conclusion of arbitration hearings, the mediator/arbitrator shall submit a report in writing to the District and the Association only and shall set forth in the report findings of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the District nor the Association. Within five (5) days after receiving the report of the mediator/arbitrator, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting. The respective parties shall take official action on the report of the mediator/arbitrator no later than fifteen (15) days after the meeting described above.

#### 25-3 Decertification

- A. Petition
1. A petition for an election to decertify the Association may be filed with the Superintendent by an employee within the unit.
  2. The petition shall contain the following information:
    - a. The name, address and telephone number of the petitioner and the name, address and telephone number of the agent to be contacted, if any;
    - b. A description of the established unit;
    - c. The approximate number of employees in the established unit;
    - d. A statement that the members in the established unit no longer desire the Association as their exclusive representative;
  3. The petition shall be signed by at least thirty (30) percent of the employees in the established unit.
  4. The petitioner shall concurrently serve a copy of the petition to the District and the Association.

**B. Election**

1. Upon receipt of a petition for decertification, the Board may conduct a representative election under impartial auspices. The costs for such an election shall be defrayed equally by the petitioning organization and the District.
2. A petition shall not be considered whenever a representation election has been held within the twelve (12) months immediately preceding the filing of the petition. If there is an existing agreement in effect, the petition must be initiated, signed and delivered to the Board within ninety (90) to one hundred twenty (120) working days prior to expiration of the Agreement to fulfill the requirement for receipt of a valid petition for decertification.

**ARTICLE TWENTY-SIX**

**SITE BASED DECISION MAKING and  
CHARTER SCHOOLS**

**26-1 Purpose**

The Association and the District agree that all employees function more effectively and are more productive when they are given increased responsibility for making decisions with regard to their day-to-day affairs. An atmosphere where decision making is a collegial, shared process fosters an exchange of ideas and information so necessary for effective professional practice and for an improved education process. The Association and District agree to continue pursuing jointly the development of a site-based decision making program during the period of this Agreement.

**26-2 Site-Based Decision Making and Charter Schools Committee**

The Joint Site-Based Decision Making and Charter Schools Committee (SBDM) shall be continued for the duration of this Agreement. The committee shall consist of twelve (12) members, of whom six (6) shall be appointed by the Association and six (6) by the Superintendent. Two of the six appointed by the Association and two of the six appointed by the Superintendent shall be non-employee parents of TUSD students. The parent representatives shall be members of a parent organization, such as SCPC. The Association President, the Superintendent, and the SCPC President shall be ex-officio, nonvoting members of the SBDM and Charter Schools Committee. The committee shall establish its own rules of procedure, including selection of a chairperson. Members will serve on the SBDM and Charter Schools Committee for the term of this Agreement.

**26-3 Phase-In Plan**

The phase in plan developed by the TUSD/TEA Joint SBDM and Charter Schools Committee, which has been adopted by the TUSD Governing Board, will be the process for instituting SBDM and sponsoring Charter Schools in the District. Prior to recommending any change in the plan, the Superintendent will consult with the Joint SBDM and Charter Schools Committee.

**26-4 Charter Schools**

The District may sponsor a school as a charter school only if the following criteria are met:

- A. All employees of the charter school shall be employees of the District.
- B. All provisions of this Agreement and the Consensus Agreement shall be in full force and effect at the charter school.

- C.** The school shall follow the provisions of Phase Five of the TUSD/TEA SBDM and Charter School Framework Phase-In Plan.

**ARTICLE TWENTY-SEVEN**

**DURATION**

**27-1**

With the exception of 27-2 below, the provisions of this Agreement shall be effective upon ratification of this agreement, and shall continue in full force and effect through the 30th day of June, 1999.

**27-2**

The compensation provided in Article 16-1 and Article 15-5 will be effective July 1, 1998.

## APPENDIX II

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
1	6.58	6.74	6.92	7.08	7.25	7.43	7.62	7.80	8.01	8.19
2	7.25	7.43	7.62	7.80	8.01	8.19	8.39	8.62	8.80	9.04
3	7.62	7.80	8.01	8.19	8.39	8.62	8.80	9.04	9.25	9.50
4	8.01	8.19	8.39	8.62	8.80	9.04	9.25	9.50	9.71	9.96
5	8.80	9.04	9.25	9.50	9.71	9.96	10.21	10.46	10.72	10.98
6	9.71	9.96	10.21	10.46	10.72	10.98	11.25	11.54	11.81	12.11
7	10.46	10.72	10.98	11.25	11.54	11.81	12.11	12.40	12.70	13.02
8	11.25	11.54	11.81	12.11	12.40	12.70	13.02	13.36	13.68	14.04
9	11.81	12.11	12.40	12.70	13.02	13.36	13.68	14.01	14.35	14.71
10	12.40	12.70	13.02	13.36	13.68	14.01	14.35	14.71	15.07	15.44
11	13.02	13.36	13.68	14.01	14.35	14.71	15.07	15.44	15.83	16.21
12	13.68	14.01	14.37	14.71	15.07	15.44	15.83	16.21	16.63	17.04
13	14.35	14.71	15.07	15.44	15.83	16.21	16.63	17.04	17.45	17.89
14	15.07	15.44	15.83	16.21	16.63	17.04	17.45	17.89	18.32	18.79
15	16.21	16.63	17.04	17.45	17.89	18.32	18.79	19.24	19.73	20.21
16	17.45	17.89	18.32	18.79	19.24	19.73	20.21	20.72	21.22	21.75

GRADE	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20
1	8.39	8.62	8.80	9.04	9.27	9.51	9.74	9.99	10.24	10.49
2	9.25	9.50	9.71	9.96	10.21	10.47	10.73	11.00	11.27	11.55
3	9.71	9.96	10.21	10.46	10.72	10.99	11.26	11.55	11.84	12.13
4	10.21	10.46	10.72	10.98	11.25	11.54	11.82	12.12	12.42	12.73
5	11.25	11.54	11.81	12.11	12.40	12.70	13.03	13.34	13.68	14.02
6	12.40	12.70	13.02	13.36	13.68	14.03	14.37	14.73	15.10	15.47
7	13.36	13.68	14.01	14.35	14.71	15.08	15.45	15.84	16.24	16.64
8	14.35	14.71	15.07	15.44	15.83	16.23	16.64	17.04	17.47	17.91
9	15.07	15.44	15.83	16.21	16.63	17.03	17.45	17.89	18.34	18.80
10	15.83	16.21	16.63	17.04	17.45	17.88	18.33	18.78	19.25	19.73
11	16.63	17.04	17.45	17.89	18.32	18.78	19.25	19.73	20.22	20.73
12	17.45	17.89	18.32	18.79	19.24	19.72	20.21	20.72	21.23	21.76
13	18.32	18.79	19.24	19.74	20.21	20.72	21.23	21.76	22.30	22.86
14	19.24	19.73	20.21	20.72	21.22	21.75	22.29	22.85	23.42	24.00
15	20.72	21.22	21.75	22.27	22.84	23.40	23.98	24.58	25.20	25.83
16	22.27	22.84	23.38	23.97	24.57	25.18	25.82	26.46	27.12	27.80

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# APPENDIX I WHITE COLLAR/FOOD SERVICE

Prior to the Board voting on any exemption change affecting a bargaining unit position, the Association will be notified and given the opportunity to discuss the change.

During the term of the Agreement, the wage schedule (Appendix II) shall not be changed without the mutual agreement of the Association and the District. If additional positions are identified during the term of this Agreement, or if the classification of a position changes, the Association will receive written notification of the change.

The definitions of classifications, the assignment of classifications to a pay grade on the wage schedule, and the determination of the appropriate pay grade on the wage schedule for classifications as they relate to other classifications are matters left to the sole discretion of the District.

## WHITE COLLAR/FOOD SERVICE

### ARTICLE EIGHT

	GRADE 1
1151	CLERK TYPIST I
2106F	CROSSING GRD/ KITCHEN HELPER
2105F	CROSSING GRD/SNACK BAR HELPER
2613	FS WORKER II
2481	LIBRARY MEDIA SUPPLY SPEC CLERK
1101	SCHOOL OFFICE CLERK
1501	SWITCHBOARD OPERATOR

### ARTICLE NINE

	GRADE 1
2601	KITCHEN HELPER
2101	SITE CASHIER
2107	SNACK BAR HELPER
2611	HELPER I
2612	HELPER II

	GRADE 2
4006	EARLY CHILDHOOD TEACHER ASST
4001	TEACHER ASST
4009	TEACHER ASSISTANT/BILINGUAL
4005	THERAPEUTIC AQUATIC POOL ASST

	GRADE 3
2001F	ACCOUNT CLERK, FOOD SRVC
1153	ADVERTISING TECH
2811	CAMPUS MONITOR
1152	CLERK TYPIST II
1152F	FS CLERK TYPIST II
1002	DATA ENTRY CLERK
1001	DATA INPUT PROCESSOR
1003M	DATA SYSTEMS CLERK, FACIL
1102	ELEMENTARY SCHOOL CLERK
2314	EMPLOYEE RECORDS CLERK, HR
2103F	FS CENTRAL CASHIER

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4301 HEALTH AIDE  
1122 HS REG/ATTEND CLERK  
4501 LIBRARY ASST  
4511 LIBRARY MTL SPEC/EMC  
4505 LIBRARY MTL SPEC/BIL  
2461 PROPERTY CONTROL CLERK, FACIL  
1116 MAGNET PROGRAMS CLERK  
2501 MAIL CLERK  
1166 RECEPTIONIST, HUMAN RESOURCES  
1121 SCHOOL REG/ATTEND CLERK  
1111 STUDENT RECORDS CLERK  
4201 TESTING TECH (LANG)

GRADE 4

1153 ADVERTISING TECH, HR 2651 FS ASST. MANAGER  
4013 AUGMENTATIVE COMMUNICATION ASST  
4040 BRAILLING ASST  
4002 COMPUTER LAB TECH  
1011 DATA CONTROL SPEC  
4003 EXCEPTIONAL EDUC TEACHER ASST  
1197 FACIL ENERGY CLERK  
1123 HIGH SCHOOL ATTEND TECH  
1053 INSTRUCT TECH INSTALLATION TECH  
4351 MENTAL HEALTH ASST.  
4008 NETWORK LAB TECH  
3014 PRINT PRODUCTION CLERK

GRADE 5

4601 COMMUNITY REP  
1004 DATA TECH/BIL LANG ASSESS  
3016 FACIL CUSTODIAL SCREENING TECH  
2010 FEDERAL ACCNTS PROCESSOR  
2002 FINANCE ACCOUNTING TECH  
2005 FISCAL ACCOUNT SPEC  
2006F FS AUDIT CLERK  
2003F FS FREE & REDUCED PROG TECH  
2631F FS PRODUCTION CLERK  
2631F FS PROD SYS TECH  
2401F FS PURCH CLERK I  
1168 OCR/ESL TECH  
2009T PAYROLL ACCOUNTING TECH  
2401 PURCHASING CLERK I  
1006 RECRUITMENT DATA TECH, HR  
1170 STAFF ASST - DEPT  
1170M STAFF ASST - DEPT FACILITIES/MAINT.  
1170S STAFF ASST - EXCEPT EDUC

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1170F STAFF ASST. - FOOD SRVC  
1170P STAFF ASST - DEPT PROP CONT  
1170W STAFF ASST - WELLNESS  
2004 STUDENT ACCOUNTS PROCESSOR  
2321 SUBSTITUTE ASSIGNMENT CLERK  
2321E SUBSTITUTE ASSIGNMENT CLERK, EYOS  
1525 TRANSLATIONS ASST.  
2704 TRANS TECH/ROAD COACH  
1348 VIDEO PROD CLERK

GRADE 6

1172 ADMIN SEC  
1172F ADMIN SEC, FOOD SRVC  
1172M ADMIN SEC, FACIL  
1124 ATTEND SPEC  
2231M BUDGET CONT ASST, FACIL  
2231 BUDGET CONTROL SPEC  
4731 CHAPTER I ASST SPEC  
4605 COMMUNITY REP SENIOR  
1021 COMPUTER OPERATOR  
4030 ENVIRONMENTAL EDUC SPEC  
1157 EXCEPT ED STUD ACCT TECH  
4075 FAMILY RESOURCE ASST  
2402F FS PURCHASING CLERK II  
4004 HOME TRANSFER SKILL AIDE  
4010 INFANT CARE SPEC  
4011B INSTRUCTIONAL SPEC - BILING.  
4011 INSTRUCTIONAL SPEC - GEN SUBJ  
4011S INSTRUCTIONAL SPEC - SPCH/LANG.  
4352 INTERVENTION TECH/SLIC  
1052 LAN SYS DOCUMENTATION TECH  
4202 LANGUAGE ASSESS COORD  
1120 MS REG/ATTEND TECH  
2402 PURCHASING CLERK II  
2822 SCHOOL SECURITY AGENT  
4072 TARDY DETENTION COORD

GRADE 7

1173 ADMIN SEC SR.  
1173M ADMIN SEC SR.  
1173F ADMIN SEC SR.  
2118 AUXIL. CONT. SPEC., STUD. FINANCE  
5315 BEHAVIOR SPEC INTERN  
1154 BENEFITS TECH  
2232 BUDGET CONT SPEC  
4561 CATALOGER

The 1998-1999 White Collar/Food Service Agreement  
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4611 COMMUNITY RELATIONS ASST  
1022 COMPUTER OPERATOR/LEAD  
4027 EDUC INTERPRET/TUTOR I  
3262 GRANT LITERACY SPEC  
1055 INSTRUCT TECH HELP TECH  
5311 IVEP COORDINATOR  
1181 SCHOOL OFFICE MGR  
1117 STUDENT ACCOUNT MGR  
4021 TUTOR/ADVISOR  
4023 TUTOR/ADVISOR, BILINGUAL

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GRADE 8

4074 ACADEMIC SPEC/AF. AMER.  
4720 CAREER & COLLEGE COORD  
1158 HR RECORDS TECH  
1012 INFO SUPP SPEC  
4024 INSTRUCT STAFF DEV SPEC  
1054 INSTRUCT TECH/LAN CABLE TECH  
1046 INSTRUCT TECH APP SUPP SPEC  
1184 INTERSCHOLASTICS ASST.  
2341 INSUR ACCOUNTING SPEC  
1050 IT LAN SYSTEM DEVELOPER  
1035 IT LAN SYSTEMS TECH  
2427 LIBRARY MEDIA SUPPLY SPEC  
4313 LICENSED PRACTICAL NURSE  
2011 PAYROLL ACCOUNTING SPEC  
2234M PERSONNEL/PAYROLL TECH  
2234F PERSONNEL/PAYROLL TECH  
4461 RESEARCH DATA ANALYST

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GRADE 9

4051 ATTEND LIAISON  
1131 ATTEND REPORTING SYSTEM SPEC  
4651 CLOTHING BANK COORD  
4028 EDUC INTERPRETER/TUTOR II  
2861 ENG CONSTRUCTION INSPECTOR  
2861M ENG CONSTRUCTION INSPECTOR  
1349 ETV & VIDEO SPECIALIST  
2116 HS FINANCE MGR  
232C HR SALARY INCENTIVE TECH  
1043 IT APP SUPP SPEC  
1042 IT LAN SYSTEMS DEVELOPER/LEAD  
1049 LAP PROG SPEC  
1061 TRANS MIS PROG ASST.  
1167 WORKMAN'S COMP SPECIALIST

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GRADE 10  
1013 INFO SUPP SPEC LEAD  
1044 IT APP SUPP SPEC LEAD  
4612 PROJECT SRVC ADVISOR

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GRADE 11  
1072 FACILITIES DATA MGR  
3341 FAC PORTABLES MGR  
4661 VIP SCHOOL PROG COORD

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GRADE 12  
2428M BUYER  
4071 DROP OUT PREV SPEC  
1349 EDUC TV SPEC  
1030 IT LAN SYSTEM SPEC  
2817 LIAISON SPECIALIST  
2428 PROCUREMENT SPEC  
4713 STUD & FAMILY MENTOR SPEC  
4111 TECHNICAL STAGE MGR  
4441 VOLUNTEER PROG EDUC SPEC  
4719 WORK EXPERIENCE SPEC

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GRADE 13  
4108 GRANT DEVEL SPEC  
1056 IT INTERNET & SRVC MGR  
1036 IT LAN SYSTEMS SPEC LEAD  
4710 MENTOR PROG SPEC  
4073 PREVENT/INTERVENTION SPEC

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GRADE 14  
5054 BEHAVIOR SPEC

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GRADE 15

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GRADE 16

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Employee Relations  
01/14/99



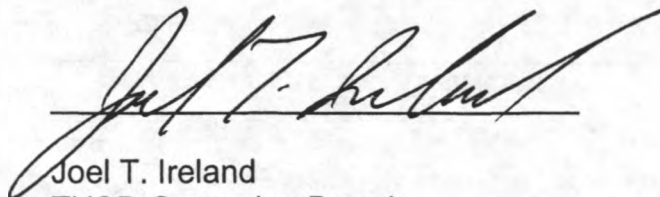
## RATIFICATION

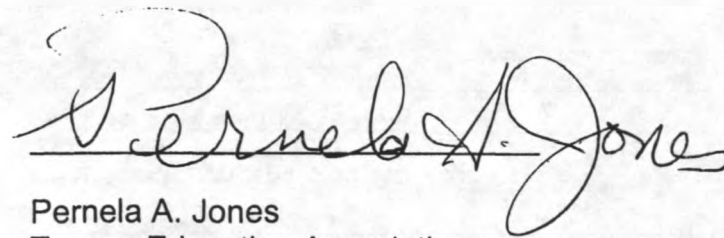
1. With the exception of Number 2 below, the provisions of this Agreement shall be effective as of the date of ratification of this Agreement, and shall continue in full force and effect through the 30th day of June, 1999.
2. The compensation provided in Article 16-1 and Article 15-5 will be effective July 1, 1998.

In witness whereof, the parties hereunto set their hands and seals.

TUCSON UNIFIED SCHOOL DISTRICT

TUCSON EDUCATION ASSOCIATION

  
Joel T. Ireland  
TUSD Governing Board

  
Pernela A. Jones  
Tucson Education Association

12/21/98  
Date Signed

1/13/99  
Date Signed